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Attorneys for Plaintiffs

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF CALIFORNIA

RICHARD GONZALES, MATTHEW WALKER,  
JON HERNANDEZ, JULIANNE CHUANROONG,  
and DARREN TODD, on behalf of themselves, the  
general public, and those similarly situated

Plaintiffs,

v.

TP-LINK USA CORPORATION,

Defendant.

CASE NO. 3:18-cv-05824-RS

**FIRST AMENDED  
CLASS ACTION COMPLAINT**

Jury Trial Demanded

1 Plaintiffs Richard Gonzales, Matthew Walker, Jon Hernandez, Julianne Chuanroong,  
 2 and Darren Todd, by and through their counsel, bring this First Amended Class Action  
 3 Complaint against Defendant TP-Link USA Corporation (“Defendant” or “TP-Link”), on  
 4 behalf of themselves, the general public, and those similarly situated, for fraud, deceit, and/or  
 5 misrepresentation; violation of the Consumer Legal Remedies Act (“CLRA”); false advertising;  
 6 negligent misrepresentation; unjust enrichment; and unfair, unlawful, and/or deceptive trade  
 7 practices. The following allegations are based upon information and belief, including the  
 8 investigation of Plaintiffs’ counsel, unless stated otherwise.

### 9 INTRODUCTION

10 1. Consumers shopping for wireless routers care a lot about the rates at which  
 11 routers are able to transfer data wirelessly during consumers’ actual usage of the routers.  
 12 Knowing this, manufacturers prominently advertise the bandwidth capabilities of their routers  
 13 on their websites and product packaging.

14 2. TP-Link markets, advertises and represents to consumers that its wireless routers  
 15 offer wireless connections at particular speeds (also referred to as bandwidth, data transfer  
 16 rates, or data throughput rates). For example, TP-Link specifically represents that the Archer  
 17 C7 wireless router (the router model Mr. Gonzales, Mr. Hernandez, and Ms. Chuanroong  
 18 purchased) offers consumers a wireless connection of 1,300 megabits per second (Mbps) over  
 19 the 5 GHz band, as well as a wireless connection of 450 Mbps over the 2.4 GHz band, for a  
 20 total bandwidth of 1,750 Mbps. TP-Link represents that the N600 TL-WDR3600 router Mr.  
 21 Walker purchased offers simultaneous wireless connections of 300 Mbps over the 5 GHz band  
 22 and 300 Mbps over the 2.4 GHz band, for a total bandwidth of 600 Mbps. TP-Link represents  
 23 that the Archer C50 router Ms. Todd purchased offers simultaneous wireless connections of  
 24 900 Mbps over the 5 GHz band and 300 Mbps over the 2.4 GHz band, for a total bandwidth of  
 25 1,200 Mbps.

26 3. Reasonable consumers believe that the advertised speed representations refer to  
 27 the speed of data transfer that consumers are capable of experiencing when using the routers for  
 28 wireless data transfers.

1           4. But, as used by consumers, TP-Link's wireless routers are incapable of providing  
2 bandwidth or speed at anywhere near the advertised rates. For example, under testing  
3 conditions highly favorable to the router, the router model purchased by Mr. Gonzales, Mr.  
4 Hernandez, and Ms. Chuanroong transferred data at an actual rate that was less than 30% of the  
5 advertised rate, and some tests showed even slower rates. Under similarly favorable conditions,  
6 Mr. Walker's router model actually transferred data at just 41% of the advertised rate, while  
7 other tests showed much lower rates. A reviewer of the router model purchased by Ms. Todd  
8 found that the router transferred data wirelessly at rates below 10% of the advertised speeds.

9           5. TP-Link has acknowledged in this lawsuit that (a) the advertised speeds are  
10 "theoretical maximum" speeds at the "physical layer" of the routers; (b) consumers interact  
11 with the "application layer" when using a router; and (c) the speeds at that application layer are  
12 necessarily significantly lower than the advertised speeds. In short, TP-Link knows that its  
13 routers, as actually used by consumers, will not provide anything close to the advertised speeds.

14           6. TP-Link fails to disclose to consumers that, as the routers are actually used by  
15 consumers, they transfer data at speeds *far* below the advertised rates. Thus, TP-Link's  
16 misrepresentations and omissions regarding the speeds of its wireless routers are false and  
17 misleading to reasonable consumers.

18           7. As a result of its deceptive, misleading, and unfair practices, TP-Link is able to  
19 wrongfully charge and collect a price premium for its routers, to the detriment of consumers  
20 and to TP-Link's benefit.

21           8. This action seeks: (i) to recover the price premiums paid for the routers (*i.e.*, the  
22 difference between the price consumers paid for the products and the price that they would  
23 have paid but for TP-Link's deceptive, misleading, unfair, and unlawful conduct, in an amount  
24 to be proven at trial using econometric or statistical techniques such as hedonic regression or  
25 conjoint analysis) and any other benefits TP-Link has obtained from sales of the routers  
26 (subject to the disclaimer of monetary damages under the CLRA as stated in ¶ 137 below); (ii)  
27 an injunction prohibiting the sale of the routers within a reasonable time after entry of  
28 judgment, unless the routers' packaging and marketing are modified to eliminate the deceptive,

1 misleading, unfair, and unlawful practices; (iii) an injunction prohibiting TP-Link from using  
2 similarly deceptive, misleading, confusing, unfair, or unlawful marketing and labeling  
3 regarding the routers' speeds; (iv) statutory, enhanced, and/or punitive damages (subject to the  
4 disclaimer of monetary damages under the CLRA as stated in ¶ 137 below); and (v) costs and  
5 fees associated with this action.

## 6 **PARTIES**

7 9. Richard Gonzales is, and at all times alleged in this Class Action Complaint was,  
8 an individual and a resident of California. Mr. Gonzales currently resides in San Francisco,  
9 California.

10 10. Matthew Walker is, and at all times alleged in this Class Action Complaint was,  
11 an individual and a resident of California. Mr. Walker currently resides in Montebello,  
12 California.

13 11. Jon Hernandez is, and at all times alleged in this Class Action Complaint was, an  
14 individual and a resident of California. Mr. Hernandez currently resides in Long Beach,  
15 California.

16 12. Julianne Chuanroong is, and at all times alleged in this Class Action Complaint  
17 was, an individual and a resident of California. Ms. Chuanroong currently resides in San  
18 Francisco, California.

19 13. Darren Todd is, and at all times alleged in this Class Action Complaint was, an  
20 individual and a resident of California. Ms. Todd currently resides in Fortuna, California.

21 14. Defendant TP-Link USA Corporation is a corporation incorporated under the  
22 laws of the state of California, having its principal place of business in Brea, California.

## 23 **JURISDICTION AND VENUE**

24 15. This action is brought by Plaintiffs pursuant, *inter alia*, to the California Business  
25 and Professions Code, section 17200, et seq. Plaintiffs and Defendant are "persons" within the  
26 meaning of the California Business and Professions Code, section 17201.

16. The injuries, damages and/or harm upon which this action is based, occurred or arose out of activities engaged in by TP-Link within, affecting, and emanating from, the State of California.

17. TP-Link has engaged, and continues to engage, in substantial and continuous business practices in the State of California, including in counties within the Northern District of California.

18. In accordance with California Civil Code Section 1780(d), Mr. Gonzales files herewith a declaration establishing that he resides in San Francisco, California, and that, while he was in San Francisco, California, he purchased the TP-Link product at issue using Amazon.com.

19. Plaintiffs accordingly allege that jurisdiction and venue are proper in this Court.

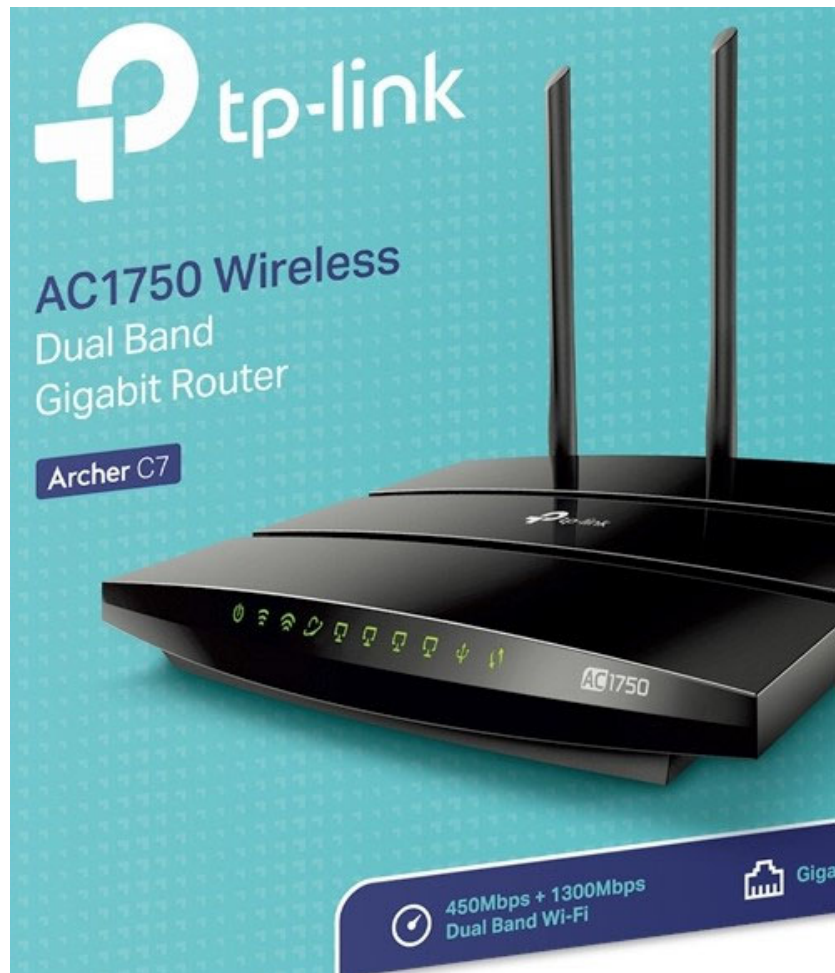
## SUBSTANTIVE ALLEGATIONS

### A. TP-Link's Misconduct

20. TP-Link has marketed and sold dozens of wireless routers. Recent and current models include, without limitation, the Archer C5400, Archer C4000, Archer C3150 V2, Archer C2300, Archer AC1900, Archer A7, Archer C8, Archer C7, Archer C9, Archer C1200, Archer C69, Touch P5, Archer C20, Archer C50, TGR1900, Archer C900, TL-WR902AC, TL-WR1043N, TL-WR940N, TL-WR802N, TL-WR841N, Archer C5200, Archer C3000, Archer A2300, TL-WDR3500, TL-WDR3600, TL-WDR4300, and TL-WDR4900. Each of these wireless routers, and any others sold by TP-Link within the last four years, are referred to collectively herein as, the "TP-Link Routers" or the "Routers."

21. For each of the TP-Link Routers, TP-Link provides specifications on the product packaging representing the wireless data rates or speed (in Mbps) that the router supposedly offers.

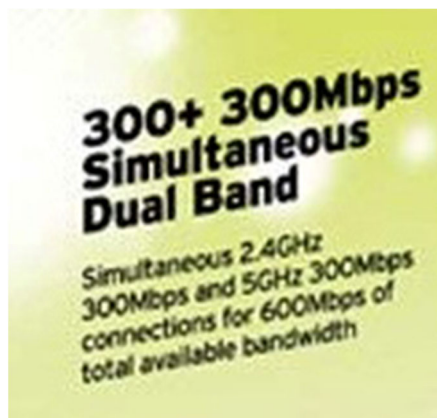
22. For example, the product package for the Archer C7 TP-Link Router states the alleged speeds of the router on the front of the package, such as: "1300 + 450Mbps Wireless Speed" or "450Mbps + 1300Mbps" or "2.4GHz 450Mbps and 5GHz 1300Mbps." Examples of relevant portions of such packaging are below:

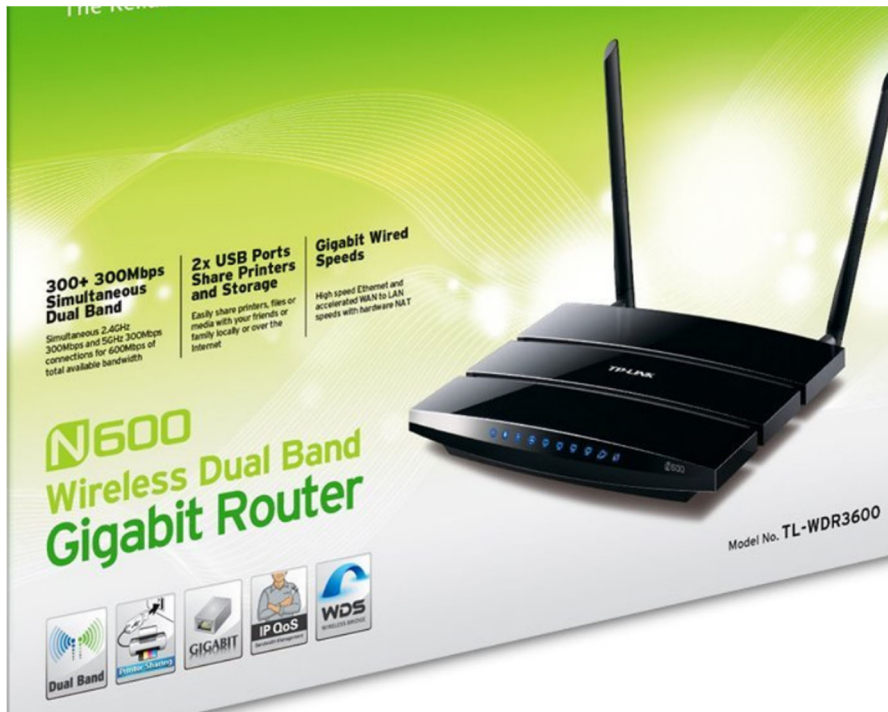




23. An image of the front of the product packaging for the Archer C7 was included on the Amazon.com product page for the Archer C7.

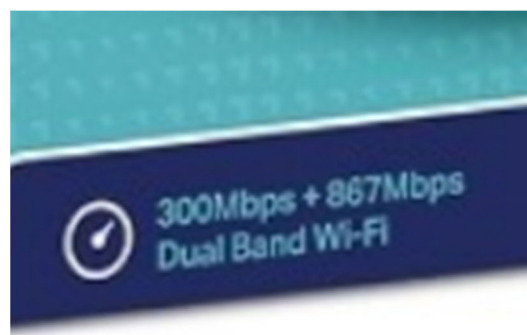
24. The front of the packaging for the N600 TL-WDR3600 contains the following, substantially similar, statement, which appears in large, prominently displayed letters, with its placement on the package depicted in the second image below:





25. An image of the front of the product packaging for the TL-WDR3600 was included on the Amazon.com product page for the TL-WDR3600.

26. The front of the packaging for the Archer C50 contains the following, substantially similar, representation, in prominently displayed letters, toward the bottom of the front face of the package:



27. TP-Link sells the TP-Link Routers through various retailers, including both brick-and-mortar retailers and online retailers.

28. To promote the sale of the TP-Link Routers, TP-Link represents to all its retailers that the TP-Link Routers provide the wireless data transfer rates set forth in TP-Link's marketing, labels, and specifications. TP-Link provides substantially similar if not identical information to all such retailers, and TP-Link intends for the retailers to pass on the information to consumers. The representations made to retailers demonstrates that TP-Link intends for consumers to understand the wireless data transfer rates that are listed on the packaging as the actual transfer rates that consumers will experience. Some examples of the speed representations TP-Link makes to the public are set forth below.

29. TP-Link's Amazon.com product page for the Archer C7, recorded on or about January 14, 2016, included the following representations, as depicted in the images below:

- 2.4GHz 450Mbps + 5GHz 1300Mbps
- 1.75Gbps total available bandwidth, which includes 450Mbps at 2.4GHz and 1300Mbps at 5GHz
- delivering up to 1750Mbps of Wi-Fi speed over dual 5GHz (1300Mbps) and 2.4GHz (450Mbps) bands
- 5GHz 1300Mbps + 2.4GHz 450Mbps
- Lag-Free Gaming and HD Streaming



## TP-LINK Archer C7 AC1750 Dual Band Wireless AC Gigabit Router, 2.4GHz 450Mbps+5Ghz 1300Mbps, 2 USB Port, IPv6, Guest Network

by TP-LINK

★★★★☆ 2,841 customer reviews | 533 answered questions

**#1 Best Seller** in Computer Routers

List Price: \$139.99

Price: **\$88.54 & FREE Shipping.** [Details](#)

You Save: **\$51.45 (37%)**

**In Stock.**

Ships from and sold by Amazon.com. Gift-wrap available.

Model: **Router Only**

**Router Only**

**\$89.54**

Router w/ IP Camera bundle

\$109.99

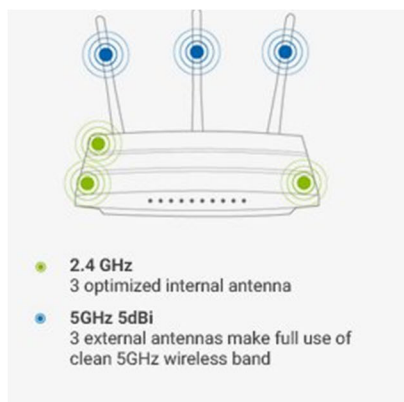
Router w/ Modem Bundle

\$147.53

☐ **Include installation and get up to a \$20 Amazon Gift Card | Estimate \$28.99 |**  
 ZIP  [Learn more](#)

- 1.75Gbps total available bandwidth, which includes 450Mbps at 2.4GHz and 1300Mbps at 5GHz
- Supports 802.11ac - The next generation of Wi-Fi, and be connected to extra devices
- Dual USB Ports to share files & media, and printer locally with networked devices or remotely via FTP server
- Privacy with Guest Network Access provides secure Wi-Fi access for guests sharing your home or office network
- IP-based Bandwidth Control makes it easier for you to manage the bandwidth of individual devices connected to the router
- Easy one-touch WPA wireless security encryption with the WPS button
- Easy Setup Assistant with multi-language support provides a quick & hassle free installation process
- Industry-leading 2-year warranty and unlimited technical support. Technical Support: +1 866 225 8139; Hotline en Français: +1 855 987 5465.
- 1.75Gbps total available bandwidth, which includes 450Mbps at 2.4GHz and 1300Mbps at 5GHz
- Supports 802.11ac - The next generation of Wi-Fi, and be connected to extra devices
- Dual USB Ports to share files & media, and printer locally with networked devices or remotely via FTP server
- Privacy with Guest Network Access provides secure Wi-Fi access for guests sharing your home or office network
- IP-based Bandwidth Control makes it easier for you to manage the bandwidth of individual devices connected to the router
- Easy one-touch WPA wireless security encryption with the WPS button
- Easy Setup Assistant with multi-language support provides a quick & hassle free installation process
- TP-LINK Live 24/7 Technical Support

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### Lag-Free Gaming and HD Streaming

- Experience smoother HD streaming and online gaming with high-performance AC1750 Wi-Fi, delivering up to 1750Mbps of Wi-Fi speed over dual 5GHz (1300Mbps) and 2.4GHz (450Mbps) bands.
- Fully expanded Wi-Fi coverage with three external detachable antennas and three internal antennas.

### Connect More Devices

- Give every device the bandwidth it needs, setting limits and controlling traffic with IP-Based QoS.
- Set limits on when and how devices can connect to internet and keep children safe with parental controls.
- Guest Network provides visitors with Wi-Fi access separate from your main network.
- Easily set-up your Wi-Fi devices with a secure connection using the WPS button.
- Advanced security encryption protects your data.



FTP Server  
Media Server  
Storage Sharing

	Archer C3200	Archer C2600	Archer C9	Archer C7	Archer C5
Wireless Combined Speed	3200Mbps	2600Mbps	1900Mbps	1750Mbps	1200Mbps
Wi-Fi Speed	5GHz 1300Mbps + 5GHz 1300Mbps + 2.4GHz 600Mbps	5GHz 1733Mbps + 2.4GHz 800Mbps	5GHz 1300Mbps + 2.4 GHz 450Mbps	5GHz 1300Mbps + 2.4 GHz 450Mbps	5GHz 867Mbps + 2.4GHz 300Mbps
Wireless Range	Ultimate	Ultimate	Best	Best	Better

(<https://web.archive.org/web/20160114185801/http://www.amazon.com/TP-LINK-Archer-C7-Wireless-1300Mbps/dp/B00BUSDV BQ>)

30. TP-Link's Amazon.com product page for the Archer C7, recorded on or about September 18, 2017, included the same image of the product packaging depicted above and the representations set forth and depicted below:

- 1.75Gbps total available bandwidth, which includes 450Mbps at 2.4GHz and 1300Mbps at 5GHz
- Dual Band 2.4GHz (up to 450Mbps) + 5GHz (up to 1300Mbps)

- Dual 2.4GHz and 5GHz bands deliver up to 1750Mbps of ultra-fast Wi-Fi speed
- With the Archer C7's abundance of bandwidth, you can game online, stream in HD and share large files across your home without ever buffering or lagging.

- "The Best Router for Most People" - The New York Times
- 1.75Gbps total available bandwidth, which includes 450Mbps at 2.4GHz and 1300Mbps at 5GHz
- Supports 802.11ac - The next generation of Wi-Fi, and be connected to extra devices
- Dual USB Ports to share files & media, and printer locally with networked devices or remotely via FTP server
- Privacy with Guest Network Access provides secure Wi-Fi access for guests sharing your home or office network
- IP-based Bandwidth Control makes it easier for you to manage the bandwidth of individual devices connected to the router
- Easy one-touch WPA wireless security encryption with the WPS button
- Easy Setup Assistant with multi-language support provides a quick & hassle free installation process
- Industry-leading 2-year warranty and unlimited technical support. Technical Support: +1 866 225 8139; Hotline en Français: +1 855 987 5465.
- 1.75Gbps total available bandwidth, which includes 450Mbps at 2.4GHz and 1300Mbps at 5GHz
- Supports 802.11ac - The next generation of Wi-Fi, and be connected to extra devices
- Dual USB Ports to share files & media, and printer locally with networked devices or remotely via FTP server
- Privacy with Guest Network Access provides secure Wi-Fi access for guests sharing your home or office network
- IP-based Bandwidth Control makes it easier for you to manage the bandwidth of individual devices connected to the router
- Easy one-touch WPA wireless security encryption with the WPS button
- Easy Setup Assistant with multi-language support provides a quick & hassle free installation process
- TP-LINK Live 24/7 Technical Support

⤴ [Show less](#)



[View larger](#)

### Blazing Wi-Fi. Ultimate Coverage

Press play and forget about buffering with the Archer C7. Get into the action instantly with a router hailed by The New York Times as perfect for just about everyone. The Archer C7 uses six powerful antennas and advanced Wireless AC technology to create high-speed Wi-Fi that reaches every room.

You can assign devices to either the router's 2.4 GHz or 5 GHz bands, letting you run all your devices at maximum speed. For fast wired connections, you can connect devices such as your Xbox, PlayStation, PC or Mac directly to the Archer C7 through its four Gigabit Ethernet ports. Plus, it's easy to share printers and external hard drives across your Wi-Fi network using the router's dual USB ports.



[View larger](#)

#### Product Specifications

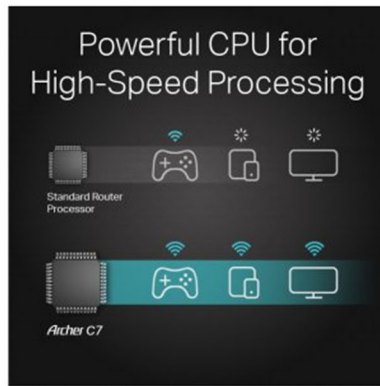
- Dual Band 2.4GHz (up to 450Mbps) + 5GHz (up to 1300Mbps).
- 3x External Antennas + 3x Internal Antennas.
- 4x Gigabit Ethernet ports + 1x Gigabit WAN port.
- 2x USB 2.0.



[View larger](#)

### Six Antennas for Incredible Coverage

Three external and three internal antennas send a powerful Wi-Fi signal across your home. It's easy to reposition the external antennas so you can focus Wi-Fi towards rooms that need it most.

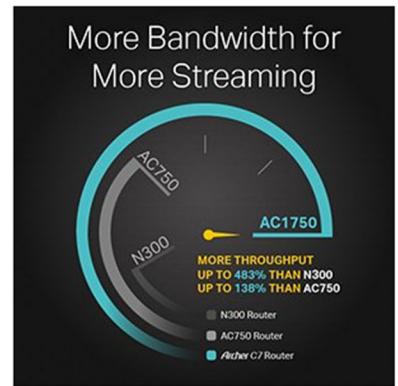


[View larger](#)

### Powerful CPU for High-Speed Processing

At the heart of the Archer C7 is a formidable processor that balances the demand of your devices to keep all your Wi-Fi connections running at blazing speeds.

Game online, stream movies, download files and share media while the powerful processor seamlessly runs each Wi-Fi band, every connection and all of the router's hardware and software.



[View larger](#)

### More Bandwidth for More Streaming

Dual 2.4 GHz and 5 GHz bands deliver up to 1750 Mbps of ultra-fast Wi-Fi speed, allowing all your devices to connect to your home network at once.

With the Archer C7's abundance of bandwidth, you can game online, stream in HD and share large files across your home without ever buffering or lagging.

	Archer C7	Archer C9 - Amazon's Choice for Essential Wi-Fi Router	Archer C2300	Archer C3150 V2	Archer C5400	Talon AD7200
Wireless Spec	AC1750	AC1900	AC2300	AC3150	AC5400	AD7200
Wi-Fi Speed	Up to 1750Mbps	Up to 1900Mbps	Up to 2225Mbps	Up to 5334Mbps	Up to 5334Mbps	Up to 7133Mbps
Wireless Range	Better	Better	Better	Best	Best	Best

(<https://web.archive.org/web/20170918083526/https://www.amazon.com/TP-LINK-Archer-C7-Wireless-Gigabit/dp/B00BUSDVQBQ>)

31. TP-Link's Amazon.com product page for the Archer C50, recorded on or about May 31, 2016, included the following representations, as depicted below:

- 5GHz 867Mbps + 2.4GHz 300Mbps
- Smooth HD streaming and online gaming with high-performance AC1200 Wi-Fi over 5GHz (867Mbps) and 2.4GHz (300Mbps) bands
- delivering up to 1200Mbps of Wi-Fi speed over dual 5GHz (867Mbps) and 2.4GHz (300Mbps) bands
- Give every device the bandwidth it needs

### TP-LINK AC1200 Wireless Dual-Band Wi-Fi Router, 5GHz 867Mbps + 2.4GHz 300Mbps (Archer C50)

by TP-LINK



125 customer reviews | 55 answered questions

Was: ~~\$57.97~~

Price: **\$54.99** & FREE Shipping. [Details](#)

You Save: **\$2.98** (5%)

**In Stock.**

Ships from and sold by Amazon.com. Gift-wrap available.

Style: **Router Only**

**Router Only**

**\$54.99**

Router w/ Cable Modem  
bundle

\$109.98

- Upgrades networks to powerful 802.11ac Wi-Fi technology
- Smooth HD streaming and online gaming with high-performance AC1200 Wi-Fi over 5GHz (867Mbps) and 2.4GHz (300Mbps) bands
- Superior, far-reaching Wi-Fi coverage with two high-quality dual band antennas
- Fast wired connections using four Ethernet Ports
- Share files, photos, music, and video across your network using the USB port
- Adjust Wi-Fi settings from your mobile device (Android, iOS) with the TP-LINK Tether App
- Supports 802.11ac and is backwards compatible with 802.11 a/b/g/n
- Industry-leading 2-year warranty and 24/7 technical support



#### Smooth Gaming and HD Streaming

Upgrades networks to powerful 802.11ac Wi-Fi technology.

Experience smoother HD streaming and online gaming with high-performance AC1200 Wi-Fi, delivering up to 1200Mbps of Wi-Fi speed over dual 5GHz (867Mbps) and 2.4GHz (300Mbps) bands.

Superior, far-reaching Wi-Fi coverage with two high-quality dual band antennas.

#### Connect More Devices

Set limits on when and how devices can connect to internet and keep children safe with parental controls.

Guest Network provides visitors with Wi-Fi access separate from your main network.

Give every device the bandwidth it needs, setting limits and controlling traffic with IP-Based QoS.

Easily set-up your Wi-Fi devices with a secure connection using the WPS button.

Advanced security encryption protects your data.



	Archer C3200	Archer C2600	Archer C9	Archer C7	Archer C5	Archer C50
Combined Wi-Fi Speed	3200Mbps	2600Mbps	1900Mbps	1750Mbps	1200Mbps	1200Mbps
Wi-Fi Speed	5GHz 1300Mbps + 5GHz 1300Mbps 2.4GHz 600Mbps	5GHz 1733Mbps + 2.4GHz 800Mbps	5GHz 1300Mbps + 2.4GHz 600Mbps	5GHz 1300Mbps + 2.4GHz 450Mbps	5GHz 867Mbps + 2.4GHz 300Mbps	5GHz 867Mbps + 2.4GHz 300Mbps
Wireless Range	Best	Best	Better	Better	Good	Good

(<https://web.archive.org/web/20160531210501/http://www.amazon.com/TP-LINK-Wireless-Dual-Band-Archer-C50/dp/B0168G0KZY>.)

32. TP-Link's Amazon.com product page for the Archer C50, recorded on or about November 28, 2018, included the following representations, as depicted below:

- with speeds up to 1200 Mbps (N300 + AC900)
- Stream in 4K on multiple devices while reducing buffering

- Experience smoother HD action sequences over dual 5GHz (867Mbps) and 2.4GHz (300Mbps) bands, whether for gaming or streaming
- Dual Band 2.4GHz (up to 300Mbps) + 5GHz (up to 867Mbps)
- Wi-Fi Speed: up to 1167Mbps

## TP-Link AC1200 Dual Band Router - Wireless AC Router for Home(Archer C50)

by TP-Link



3,284 customer reviews | 1000+ answered questions

List Price: \$59.99

Price: **\$39.98** & **FREE Shipping**. [Details](#)

You Save: **\$20.01 (33%)**

**Note:** Available at a lower price from [other sellers](#) that may not offer free Prime shipping.

Style: **AC1200**

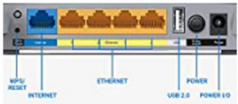
<b>AC1200</b> <b>\$39.98</b>	AC1900 \$111.98	AC3150 \$177.11	AC5400 \$189.99
---------------------------------	--------------------	--------------------	--------------------

- Upgrade to AC WiFi with speeds up to 1200 Mbps (N300+AC900)
- Fast Ethernet ports, ideal for homes with up to 100 Mbps internet plans
- Stream in 4K on multiple devices while reducing buffering
- Supports Amazon Alexa (router cannot be voice-controlled by Alexa) and works with all WiFi devices, AC and older
- TP-Link Tether app - Easily set up and manage your home network
- 2-year warranty and FREE 24/7 technical support
- J.D. Power Ranked TP-Link "Highest in Customer Satisfaction for Wireless Routers" in 2017



**Upgrade to Faster Wi-Fi**

Upgrade your home entertainment network to powerful AC1200 Wi-Fi with the Archer C50. Experience smoother HD action sequences over dual 5GHz (867Mbps) and 2.4GHz (300Mbps) bands, whether for gaming or streaming. Four fast ethernet ports provided reliable wired connectivity for more quests and achievements. Easily share files, photos, and music across your network using the USB ports.



[View larger](#)

Product Specifications:

- Up to 1200Mbps AC Wi-Fi Speed
- Dual Band 2.4GHz(up to 300Mbps) + 5GHz(up to 867Mbps)
- Single Core Processor
- 2x External Antennas
- 4x Fast Ethernet ports + 1x WAN port
- 1x USB 2.0

	Archer C50	Archer C1200	Archer C7	Archer C9 - Amazon's Choice for Essential Wi-Fi Router	Archer C2300	Archer C3150 V2
Wireless Spec	AC1200	AC1200	AC1750	AC1900	AC2300	AC3150
Wi-Fi Speed	Up to 1167Mbps	Up to 1167Mbps	Up to 1750Mbps	Up to 1900Mbps	Up to 2225Mbps	Up to 3167Mbps
Wireless Range	Good	Better	Better	Better	Better	Best

(<https://web.archive.org/web/20181128032955/https://www.amazon.com/TP-Link-AC1200-Dual-Band-Router/dp/B0168G0KZY>.)

33. TP-Link’s Amazon.com product page for the N600 TL-WDR3600, recorded on or about April 11, 2015, included the following representations, as depicted below:

- 2.4GHz 300Mbps + 5GHz 300Mbps
- Simultaneous 2.4GHz 300Mbps and 5GHz 300Mbps connections for 600Mbps of total available bandwidth
- up to 300Mbps on each band
- its WAN to LAN throughput can achieve up to 800Mbps

## TP-LINK TL-WDR3600 Wireless N600 Dual Band Router, Gigabit, 2.4GHz 300Mbps+5Ghz 300Mbps, 2 USB port, Wireless On/Off Switch

by TP-LINK

★★★★☆ 607 customer reviews | 88 answered questions

List Price: \$84.99

Price: **\$55.99** & **FREE Shipping**. [Details](#)

You Save: **\$29.00 (34%)**

**In Stock.**

Ships from and sold by Amazon.com. Gift-wrap available.



### Need Some Help?

Book a top-rated computer technician on Amazon. Backed by our Happiness Guarantee.

[19 offers](#) from **\$65.00**

- Simultaneous 2.4GHz 300Mbps and 5GHz 300Mbps connections for 600Mbps of total available bandwidth
- 2\*USB Ports - Easily share printers, files or media with your friends or family locally or over the internet
- Full gigabit ports ensure ultimate transfer speeds, IPv6 Ready
- Achieves blazing WAN to LAN throughput of over 800Mbps with hardware NAT
- Built-in media server allows users to share music, video and photos with Windows Media Player, PS3 or X-BOX 360

**TP-LINK**  
The Reliable Choice

### N600 Concurrent Dual Band Wireless

The N600 Dual Band Gigabit Wireless Router TL-WDR3600 broadcasts and receives both 2.4GHz and 5GHz signals simultaneously at up to 300Mbps on each band. Like two wireless routers in one, the TL-WDR3600 allows you to run simple tasks such as e-mail and web browsing over the 2.4GHz band, while using bandwidth-intensive or latency-sensitive applications, such as streaming HD video or playing online games, over the less crowded 5GHz band, simultaneously.



300Mbps on each band. Like two wireless routers in one, the TL-WDR3600 allows you to run simple tasks such as e-mail and web browsing over the 2.4GHz band, while using bandwidth-intensive or latency-sensitive applications, such as streaming HD video or playing online games, over the less crowded 5GHz band, simultaneously.

### Gigabit Fast Data Transfer Speed

With a built-in Gigabit Ethernet Switch, the TL-WDR3600 provides you with a robust and extremely fast wired network. Moreover, its WAN to LAN throughput can achieve up to 800Mbps, allowing you to unleash the full potential of your network. You can use the Ethernet ports for printer, NAS, TV, and other network devices so that users can all share those devices through the wireless or wired connection.

(<https://web.archive.org/web/20150411025638/https://www.amazon.com/TP-LINK-TL-WDR3600-Wireless-Gigabit-300Mbps/dp/B008RV51EE>.)

34. TP-Link included similar representations on its own website. For example, the primary webpage for the Archer C7 stated and continues to state that it has “Simultaneous

1 2.4GHz 450Mbps and 5GHz 1300Mbps connections for 1.75Gbps of total available  
2 bandwidth,” prominently toward the top of the webpage, and the webpage previously stated  
3 that the Archer C7 has “1300Mbps wireless speeds over the crystal clear 5GHz band and  
4 450Mbps over the 2.4GHz band.” (See [https://web.archive.org/web/20160421101638/](https://web.archive.org/web/20160421101638/http://www.tp-link.us/products/details/cat-9_Archer-C7.html)  
5 [http://www.tp-link.us/products/details/cat-9\\_Archer-C7.html](http://www.tp-link.us/products/details/cat-9_Archer-C7.html) and [https://www.tp-](https://www.tp-link.com/us/home-networking/wifi-router/archer-c7/?utm_medium=select-local)  
6 [link.com/us/home-networking/wifi-router/archer-c7/?utm\\_medium=select-local](https://www.tp-link.com/us/home-networking/wifi-router/archer-c7/?utm_medium=select-local).)

7 35. TP-Link’s primary webpage for the N600 TL-WDR3600 similarly represents,  
8 prominently toward the top of the webpage, that the router has “[s]imultaneous 2.4GHz  
9 300Mbps and 5GHz 300Mbps connections for 600Mbps of total available bandwidth.” The  
10 webpage also represented and continues to represent that “[u]sers can run day-to-day  
11 applications, such as e-mail and web browsing over the 2.4GHz band at 300Mbps while using  
12 bandwidth intensive or latency sensitive applications, such as streaming HD video or playing  
13 online games, over the clearer 5GHz band at 300Mbps, at the same time.” The webpage also  
14 contains a comparison chart stating that the “[s]peed” of the TL-WDR3600 is “2.4GHz  
15 300Mbps + 5GHz 300 Mbps.” (See [https://web.archive.org/web/20160422032652/](https://web.archive.org/web/20160422032652/http://www.tp-link.us/products/details/cat-5506_TL-WDR3600.html)  
16 [http://www.tp-link.us/products/details/cat-5506\\_TL-WDR3600.html](http://www.tp-link.us/products/details/cat-5506_TL-WDR3600.html) and [https://www.tp-](https://www.tp-link.com/us/home-networking/wifi-router/tl-wdr3600)  
17 [link.com/us/home-networking/wifi-router/tl-wdr3600](https://www.tp-link.com/us/home-networking/wifi-router/tl-wdr3600).)

18 36. As indicated above, while the packaging for the TP-Link Routers and the product  
19 pages for TP-Link Routers on TP-Link’s website, Amazon.com, and other online retailers may  
20 exhibit some variations, all of the product pages contain substantially similar representations  
21 that the TP-Link Routers provide certain speeds (identified in Mbps). As set forth below, all of  
22 those representations are understood in the same way by consumers and all of those  
23 representations are false and misleading in the same way.

24 37. In deciding whether to purchase a router, reasonable consumers, including  
25 Plaintiffs, care about the wireless data speeds they are capable of experiencing and will actually  
26 experience for wireless data transfers.

27 38. But the speed representations that TP-Link makes regarding the TP-Link Routers  
28 do not actually refer to speeds the consumer is capable of experiencing when using the product.

1 Instead, as TP-Link told this Court after this case was filed, its speed representations only  
2 describe the “theoretical maximum” speeds or bandwidth “in terms of the IEEE 802.11  
3 technical standard that governs those devices” at the “physical layer and MAC sublayer—*not*  
4 realized speeds for file transfer, which are necessarily lower.” (See Dkt. #16 at 1, 10.) TP-Link  
5 further told this Court after this case was filed that “[t]he application layer is the one closest to  
6 the end user and the one in which users interact with directly” and that “the data rate measured  
7 at the application layer is always lower than the physical layer data rate.” (See Dkt. #16 at 10.)  
8 In short, TP-Link has acknowledged to this Court after this case was filed that it prominently  
9 advertised speeds that consumers could not possibly experience.

10 39. Despite its admissions to this Court, TP-Link does not qualify the representations  
11 it makes *to consumers* regarding the TP-Link Routers’ data transfer speeds. For example, it  
12 does not state on the packaging or on product pages that the speeds actually achievable for data  
13 transfer will be far lower. Nor does it tell consumers on the packaging that the speeds relate  
14 only to the internal “physical” layer rather than to the “application” layer (nor explain what  
15 these terms mean). Although TP-Link states on product packaging and on product pages that its  
16 routers are compliant with various standards, such as the IEEE 802.11 technical standard, it  
17 does not say that its speed representations such as “up to 1750Mbps of Wi-Fi speed over dual  
18 5GHz (1300Mbps) and 2.4GHz (450Mbps) bands” or “5GHz 1300Mbps + 2.4GHz 450Mbps”  
19 are to be interpreted only as those terms are used in the 802.11 standard, *i.e.*, only with respect  
20 to the “physical layer” rather than being speeds actually achievable by consumers who are  
21 transferring data. Indeed, TP-Link made multiple representations regarding the speed (or  
22 bandwidth or data transfer rates) of its Routers *separately from and independently of*  
23 representations regarding the Routers’ compliance with the IEEE standards. TP-Link knew that  
24 typical consumers would not be familiar with the technical details of the IEEE standards. And  
25 even if they were familiar with such details, because TP-Link was claiming that the Routers  
26 complied with the standards *and separately* was claiming that the routers provided the  
27 represented data transfer rates, consumers would have even less reason to believe that the data  
28

1 transfer rates had to be interpreted as applying only to the “physical layer” described in the  
2 standards, rather than to the overall speed achievable at the application layer.

3 40. Reasonable consumers understand (and Plaintiffs understood) TP-Link’s  
4 representations to mean that, in the absence of limitations on the data transfer rate from factors  
5 external to the TP-Link Routers, the TP-Link Routers provide, and ordinary users are capable  
6 of experiencing, the advertised speeds for wireless data transfers.

7 41. Both testing and TP-Link’s own admissions reveal that TP-Link’s speed  
8 representations are false, misleading, and unfair to reasonable consumers. In December 2015,  
9 Tom’s Guide published a review of the Archer C7. As part of the review, the author tested  
10 router’s wireless data rate over the 5 GHz band, using a sophisticated network software  
11 package. Despite the fact that the router was placed at a distance of only five feet from the  
12 source, the router’s peak speed at 5 GHz was only 360.6 Mbps (less than 30% of the advertised  
13 1300 Mbps). (*See* <https://www.tomsguide.com/us/tp-link-archer-c7-router,review-3289.html>.)  
14 In testing by TechGearLab, the results were even worse: the Archer C7 averaged between 166  
15 and 211 Mbps on the 5GHz band (short and medium distance tests) and between 35 and 42  
16 Mbps on the 2.4GHz band (short and medium distance tests). (*See*  
17 [https://www.techgearlab.com/reviews/small-and-home-office/wireless-router/tp-link-archer-c7-](https://www.techgearlab.com/reviews/small-and-home-office/wireless-router/tp-link-archer-c7-ac1750)  
18 [ac1750](https://www.techgearlab.com/reviews/small-and-home-office/wireless-router/tp-link-archer-c7-ac1750).)

19 42. Plaintiffs’ investigator also tested the Archer C7. That testing established that the  
20 Archer C7 is incapable of achieving the wireless data rates advertised by TP-Link. In particular,  
21 the top speed at 5 GHz was even less than the speed observed by Tom’s Guide. The  
22 investigator further observed that the router offered only about 70 Mbps over the 2.4 GHz band.  
23 This testing was performed on the TP-Link router under circumstances that were most  
24 favorable to the router. Accordingly, the investigator’s tests show how the router operates in the  
25 best-case scenario. Consumers using the router under real-world conditions would generally  
26 have significantly worse performance.

27 43. In June 2018, Plaintiffs’ investigator obtained the TP-Link N600 Wireless Dual  
28 Band Gigabit Router, model number TL-WDR3600, for the purposes of testing the router’s

1 wireless data rate. The testing confirmed that the router is incapable of achieving the wireless  
2 data rates advertised by TP-Link. In particular, the testing confirmed that the 5 GHz band  
3 (which, according to TP-Link's own statement on the router's packaging, is "clearer" than the  
4 2.4 GHz band, and is more appropriate for "bandwidth intensive or latency sensitive  
5 applications, such as streaming HD video or playing online games"), can transfer data at only  
6 123 Mbps—only 41% as fast as the 300 Mbps speed advertised by TP-Link for the router. The  
7 testing was performed on the TP-Link router under circumstances that were most favorable to  
8 the router. Accordingly, the investigator's tests show how the router operates in the best-case  
9 scenario. Consumers using the router under real-world conditions would generally have  
10 significantly worse performance.

11 44. Testing of the TL-WDR3600 by Hexus.net, at a close distance of five feet  
12 between a laptop and the router, showed that the average wireless speed on the 2.4GHz band  
13 was about 69 Mbps and the average wireless speed on the 5GHz band was about 85.5 Mbps.  
14 (See <https://hexus.net/tech/reviews/network/50617-tp-link-tl-wdr3600-router/?page=2.>)

15 45. Testing of the Archer C50 by Lifewire showed that it too could not reach speeds  
16 anywhere close to its advertised speeds. Wireless speeds ranged between 47 Mbps and 65  
17 Mbps, a wired connection provided only 85 Mbps, and the testers concluded "No matter what  
18 we did, we weren't able to get even half of our advertised internet speeds, even with just one  
19 device connected." (See <https://www.lifewire.com/tp-link-archer-c50-review-4589446.>)

20 46. Before TP-Link released its TP-Link Routers, it tested each of their wireless data  
21 transfer rates, and was aware of the rates of which they were capable of transferring data under  
22 various conditions. TP-Link—one of the world's largest manufacturers of wireless routers—  
23 would not release a product without first testing its wireless data transfer rates. Accordingly,  
24 TP-Link knew that consumers would never be able to experience the advertised speeds of the  
25 TP-Link Routers. TP-Link also knew that typical consumers would have no understanding that  
26 its representations related only to the "physical layer" or that the speeds that would actually be  
27 experienced by the user were far below those that might exist at the "physical layer."  
28

1           47. TP-Link failed to adequately inform consumers that the TP-Link Routers would  
2 transfer data at speeds far below the advertised rates when actually used by consumers, even  
3 when tested under conditions most favorable to the TP-Link Routers.

4           48. TP-Link failed to adequately inform consumers that the TP-Link Routers could  
5 cause or contribute to, and were likely to cause or contribute to, slow data transfer rates  
6 experienced by consumers (rates below what the consumers expected and below what the  
7 consumers would have been able to obtain if the Routers performed as advertised).

8           49. As a result of TP-Link's misrepresentations, omissions, and misleading and  
9 unfair practices, TP-Link is able to charge, and consumers are willing to pay, a higher price for  
10 the Routers than what TP-Link would charge if the Routers were labeled and marketed in a  
11 truthful, non-deceptive, and fair manner. Accordingly, consumers have sustained out-of-pocket  
12 losses consisting of, at a minimum, the difference in price between (a) what they paid for the  
13 TP-Link Routers and (b) the prices that they would have been charged if TP-Link had  
14 accurately advertised the actual data transfer rates available to consumers and/or if TP-Link had  
15 included appropriate disclosures. That price premium can be established using regression  
16 techniques such as hedonic regression to analyze market prices of routers and/or survey  
17 techniques such as conjoint analysis.

18           50. In the absence of injunctive relief, reasonable consumers are likely to continue to  
19 be harmed by false, misleading, and unfair representations with respect to the data rates of the  
20 TP-Link Routers because consumers will be unable to determine whether such representations  
21 are false, misleading, or unfair, without purchasing and testing such TP-Link Routers.

## 22           **B. Plaintiffs' Particular Experiences**

### 23           **1. Mr. Gonzales' Experience**

24           51. In the spring of 2016, Mr. Gonzales was shopping for a new wireless router. He  
25 was specifically looking for a router that could transfer data at a high rate of speed. Mr.  
26 Gonzales researched his options using a variety of resources available on the Internet, including  
27 TP-Link's website.  
28

1           52. One of the routers advertised on TP-Link's website was the Archer C7 AC1750  
2 Wireless Dual Band Gigabit Router. Mr. Gonzales saw the representation on TP-Link's website  
3 that the router offered "[s]imultaneous 2.4GHz 450Mbps and 5GHz 1300Mbps connections for  
4 1.75Gbps of total available bandwidth." He also saw the representation on the website that  
5 "[w]ith 1300Mbps wireless speeds over the crystal clear 5GHz band and 450Mbps over the  
6 2.4GHz band, the Archer C7 is the superior choice for seamless HD streaming, online gaming  
7 and other bandwidth-intensive tasks." (See [https://web.archive.org/web/20160421101638/  
8 http://www.tp-link.us/products/details/cat-9\\_Archer-C7.html](https://web.archive.org/web/20160421101638/http://www.tp-link.us/products/details/cat-9_Archer-C7.html).)

9           53. Before purchasing the product on Amazon.com, Mr. Gonzales also reviewed and  
10 relied on the data transfer speed representations on the Amazon.com product page for the  
11 Archer C7, as identified in paragraph 29 above, which originated from TP-Link.

12           54. Mr. Gonzales understood TP-Link's speed representations to identify the wireless  
13 data rates actually available to and capable of being experienced by him and other consumers  
14 when using the Router for wireless data transfer. Based on TP-Link's speed representations,  
15 Mr. Gonzales believed the Archer C7 would transfer data wirelessly at 450 Mbps on the 2.4  
16 GHz band and 1,300 Mbps on the 5 GHz band.

17           55. The advertised wireless speeds of the router were material to Mr. Gonzales's  
18 purchasing decision because (a) he wanted to own and use a router capable of actually  
19 providing 1750Mbps of wireless bandwidth to him, in the event he ever wanted to and was able  
20 to place such demand on the router, and (b) he wanted to have the ability to take advantage of  
21 future increases in speeds and/or bandwidths provided or required by device manufacturers,  
22 internet service providers, and/or content providers. Mr. Gonzales understood that the  
23 capabilities and requirements of technology and technological services increase over time, and  
24 can do so quickly and dramatically, and he did not want to have to purchase a new router to  
25 take advantage of such advancements.

26           56. In reliance on Defendants' representations, Mr. Gonzales purchased the router, in  
27 April 2016, on Amazon.com.  
28

1           57. After purchasing and using the router, Mr. Gonzales discovered that the router is  
2 incapable of achieving the advertised speeds, regardless of whether he uses the 2.4 GHz band  
3 or the 5.0 GHz band, and TP-Link admits that the user cannot experience the advertised speeds  
4 (*see* ¶¶ 38, 41-42, above).

5           58. Had Mr. Gonzales known that the wireless data rates actually available to and  
6 capable of being experienced by him when using the Router for wireless data transfer were far  
7 below the advertised speeds, he would not have paid as much for the router, or would have  
8 purchased a different wireless router.

9           59. As a result of TP-Link's misrepresentations, Mr. Gonzales has sustained an out-  
10 of-pocket loss consisting of, at a minimum, the difference in price between (a) what he paid for  
11 the router and (b) the price that would have been charged if TP-Link had accurately advertised  
12 the actual data transfer rates available to consumers and/or if TP-Link had included appropriate  
13 disclosures, which could be established using regression techniques such as hedonic regression  
14 to analyze market prices of routers and/or survey techniques such as conjoint analysis.

15           60. Mr. Gonzales intends to purchase high-speed routers in the future and intends to  
16 include TP-Link Routers in his consideration of routers. When faced with TP-Link's  
17 advertising and labeling in the future, Mr. Gonzales will be unable to determine the true speed  
18 of the router that he will be capable of experiencing for data transfer, unless he first purchases  
19 and tests the product. Indeed, Mr. Gonzales will not know whether TP-Link's speed  
20 representations must be interpreted as applying only to the "physical" layer, nor the relationship  
21 between speeds at that layer and speeds that he will actually achieve for data transfer. Thus, in  
22 the absence of injunctive relief, Mr. Gonzales is likely to be harmed again by false, misleading,  
23 and unfair representations with respect to the data rates of the TP-Link Routers because Mr.  
24 Gonzales will be unable to determine whether such representations are false, misleading, or  
25 unfair, without purchasing and testing such TP-Link Routers.

## 26           **2. Mr. Walker's Experience**

27           61. In the spring of 2015, Mr. Walker was shopping for a new wireless router. He  
28 was specifically looking for a router that could transfer data at a high rate of speed. Mr. Walker

1 researched his options using a variety of resources available on the Internet, including TP-  
2 Link's website.

3 62. One of the routers advertised on TP-Link's website was the N600 Wireless Dual  
4 Band Gigabit Router, model number TL-WDR3600. Mr. Walker saw the representation on TP-  
5 Link's website that the router offered "[s]imultaneous 2.4GHz 300Mbps and 5GHz 300 Mbps  
6 connections for 600Mbps of total available bandwidth." He also saw the representation that  
7 "[u]sers can run day-to-day applications, such as e-mail and web browsing over the 2.4GHz  
8 band at 300Mbps while using bandwidth intensive or latency sensitive applications, such as  
9 streaming HD video or playing online games, over the clearer 5GHz band at 300Mbps, at the  
10 same time." He further saw the comparison chart stating that the "[s]peed" of the router was  
11 300Mbps at 2.4GHz, and 300 Mbps at 5GHz.

12 63. Before purchasing the product on Amazon.com, Mr. Walker also reviewed and  
13 relied on the data transfer speed representations on the Amazon.com product page for the TL-  
14 WDR3600, as identified in paragraph 33 above, which originated from TP-Link regarding the  
15 wireless data speed of the router.

16 64. Mr. Walker further saw the product packaging, which was depicted on  
17 Amazon.com.

18 65. Mr. Walker understood TP-Link's speed representations to identify the wireless  
19 data rates actually available to and capable of being experienced by him and other consumers  
20 when using the Router for wireless data transfer. Based on TP-Link's speed representations,  
21 Mr. Walker believed the N600 Wireless Dual Band Gigabit Router would transfer data  
22 wirelessly at 300 Mbps on the 2.4 GHz band and 300 Mbps on the 5 GHz band.

23 66. The advertised wireless speeds of the router were material to Mr. Walker's  
24 purchasing decision because (a) he intended to transfer large amounts of data using the router,  
25 (b) he intended the router to handle simultaneous connections with multiple devices, (c) he  
26 wanted to own and use a router capable of actually providing 600Mbps of wireless bandwidth  
27 to him, in the event he ever wanted to and was able to place such demand on the router, and  
28 (d) he wanted to have the ability to take advantage of future increases in speeds and/or

1 bandwidths provided or required by device manufacturers, internet service providers, and/or  
2 content providers. Mr. Walker understood that the capabilities and requirements of technology  
3 and technological services increase over time, and can do so quickly and dramatically, and he  
4 did not want to have to purchase a new router to take advantage of such advancements.

5 67. In reliance on Defendants' representations, Mr. Walker purchased the router, in  
6 April 2015, on Amazon.com.

7 68. Mr. Walker later discovered that the router is incapable of achieving the  
8 advertised speeds, regardless of which band is used, and TP-Link admits that the user cannot  
9 experience the advertised speeds (*see* ¶¶ 38, 43-44, above).

10 69. Had Mr. Walker known that the wireless data rates actually available to and  
11 capable of being experienced by him when using the Router for wireless data transfer were far  
12 below the advertised speeds, he would not have paid as much for the router, or would have  
13 purchased a different wireless router.

14 70. As a result of TP-Link's misrepresentations, Mr. Walker has sustained an out-of-  
15 pocket loss consisting of, at a minimum, the difference in price between (a) what he paid for the  
16 router and (b) the price that would have been charged if TP-Link had accurately advertised the  
17 actual data transfer rates available to consumers and/or if TP-Link had included appropriate  
18 disclosures, which could be established using regression techniques such as hedonic regression  
19 to analyze market prices of routers and/or survey techniques such as conjoint analysis.

20 71. Mr. Walker intends to purchase high-speed routers in the future and intends to  
21 include TP-Link routers in his consideration of routers. When faced with TP-Link's advertising  
22 and labeling in the future, Mr. Walker will be unable to determine the true speed of the router  
23 that he will be capable of experiencing for data transfer, unless he first purchases and tests the  
24 product. Indeed, Mr. Walker will not know whether TP-Link's speed representations must be  
25 interpreted as applying only to the "physical" layer, nor the relationship between speeds at that  
26 layer and speeds that he will actually achieve for data transfer. Thus, in the absence of  
27 injunctive relief, Mr. Walker is likely to be harmed again by false, misleading, and unfair  
28 representations with respect to the data rates of the TP-Link Routers because Mr. Walker will

1 be unable to determine whether such representations are false, misleading, or unfair, without  
2 purchasing and testing such TP-Link Routers.

### 3 **3. Mr. Hernandez's Experience**

4 72. In January 2016, Mr. Hernandez shopped for a new wireless router on  
5 Amazon.com. He was specifically looking for a router that could transfer data at a high rate of  
6 speed.

7 73. Prior to his purchase of an Archer C7 AC 1750, Mr. Hernandez reviewed and  
8 relied on the data transfer speed representations on the Amazon.com product page for the  
9 Archer C7, as identified in paragraph 29 above, which originated from TP-Link regarding the  
10 wireless data speed of the router.

11 74. Mr. Hernandez understood TP-Link's speed representations to identify the  
12 wireless data rates actually available to and capable of being experienced by him and other  
13 consumers when using the Router for wireless data transfer. Based on TP-Link's speed  
14 representations, Mr. Hernandez believed the Archer C7 would transfer data wirelessly at 450  
15 Mbps on the 2.4 GHz band and at 1,300 Mbps on the 5 GHz band.

16 75. The advertised wireless speeds of the router were material to Mr. Hernandez's  
17 purchasing decision because (a) he intended to transfer large amounts of data using the router  
18 (including for demanding services such as video streaming), (b) he intended the router to  
19 handle simultaneous connections with multiple devices, (c) he wanted to own and use a router  
20 capable of actually providing 1750Mbps of wireless bandwidth to him, in the event he ever  
21 wanted to and was able to place such demand on the router, and (d) he wanted to have the  
22 ability to take advantage of future increases in speeds and/or bandwidths provided or required  
23 by device manufacturers, internet service providers, and/or content providers. Mr. Hernandez  
24 understood that the capabilities and requirements of technology and technological services  
25 increase over time, and can do so quickly and dramatically, and he did not want to have to  
26 purchase a new router to take advantage of such advancements.

27 76. In reliance on Defendants' representations, Mr. Hernandez purchased the router,  
28 in January 2016, on Amazon.com.

1           77. The Archer C7 AC 1750 does not actually offer the advertised speeds, or even  
2 anything close to those speeds, and TP-Link admits that the user cannot experience the  
3 advertised speeds (*see* ¶¶ 38, 41-42, above).

4           78. Had Mr. Hernandez known that the wireless data rates actually available to and  
5 capable of being experienced by him when using the Router for wireless data transfer were far  
6 below the advertised speeds, he would not have paid as much for the router, or would have  
7 purchased a different wireless router.

8           79. As a result of TP-Link's misrepresentations, Mr. Hernandez has sustained an out-  
9 of-pocket loss consisting of, at a minimum, the difference in price between (a) what he paid for  
10 the router and (b) the price that would have been charged if TP-Link had accurately advertised  
11 the actual data transfer rates available to consumers and/or if TP-Link had included appropriate  
12 disclosures, which could be established using regression techniques such as hedonic regression  
13 to analyze market prices of routers and/or survey techniques such as conjoint analysis.

14           80. Mr. Hernandez intends to purchase high-speed routers in the future and intends to  
15 include TP-Link routers in his consideration of routers. When faced with TP-Link's advertising  
16 and labeling in the future, Mr. Hernandez will be unable to determine the true speed of the  
17 router that he will be capable of experiencing for data transfer, unless he first purchases and  
18 tests the product. Indeed, Mr. Hernandez will not know whether TP-Link's speed  
19 representations must be interpreted as applying only to the "physical" layer, nor the relationship  
20 between speeds at that layer and speeds that he will actually achieve for data transfer. Thus, in  
21 the absence of injunctive relief, Mr. Hernandez is likely to be harmed again by false,  
22 misleading, and unfair representations with respect to the data rates of the TP-Link Routers  
23 because Mr. Hernandez will be unable to determine whether such representations are false,  
24 misleading, or unfair, without purchasing and testing such TP-Link Routers.

#### 25           **4. Ms. Chuanroong's Experience**

26           81. In October 2017, Ms. Chuanroong shopped for a new wireless router on  
27 Amazon.com. She was specifically looking for a router that could transfer data at a high rate of  
28 speed.

1           82. Prior to her purchase of two Archer C7 AC1750 routers, Ms. Chuanroong  
2 reviewed and relied on the data transfer speed representations on the Amazon.com product  
3 page for the Archer C7, as identified in paragraph 30 above, which originated from TP-Link  
4 regarding the wireless data speed of the Archer C7.

5           83. Ms. Chuanroong understood TP-Link's speed representations to identify the  
6 wireless data rates actually available to and capable of being experienced by her and other  
7 consumers when using the Router for wireless data transfer. Based on TP-Link's speed  
8 representations, Ms. Chuanroong believed the Archer C7 would transfer data wirelessly at 450  
9 Mbps on the 2.4 GHz band and at 1,300 Mbps on the 5 GHz band

10           84. The advertised wireless speeds of the Router were material to Ms. Chuanroong's  
11 purchasing decision because (a) she intended to transfer large amounts of data using the router  
12 (including for demanding services such as video streaming), (b) she wanted to own and use a  
13 router capable of actually providing 1750Mbps of wireless bandwidth to her, in the event she  
14 ever wanted to and was able to place such demand on the router, and (c) she wanted to have the  
15 ability to take advantage of future increases in speeds and/or bandwidths provided or required  
16 by device manufacturers, internet service providers, and/or content providers. Ms. Chuanroong  
17 understood that the capabilities and requirements of technology and technological services  
18 increase over time, and can do so quickly and dramatically, and she did not want to have to  
19 purchase a new router to take advantage of such advancements.

20           85. In reliance on Defendants' representations, omissions, and unfair practices, Ms.  
21 Chuanroong purchased two Archer C7 routers in October 2017, on Amazon.com.

22           86. Ms. Chuanroong believed the first Archer C7 router she received was defective,  
23 so she purchased a second Archer C7 router to replace it.

24           87. The Archer C7 AC 1750 does not actually offer the advertised speeds, or even  
25 anything close to those speeds, and TP-Link admits that the user cannot experience the  
26 advertised speeds (*see* ¶¶ 38, 41-42, above).

27           88. Had Ms. Chuanroong known that the wireless data rates actually available to and  
28 capable of being experienced by her when using the Router for wireless data transfer were far

1 below the advertised speeds, she would not have paid as much for the router, or would have  
2 purchased a different wireless router.

3 89. As a result of TP-Link's misrepresentations, Ms. Chuanroong has sustained an  
4 out-of-pocket loss consisting of, at a minimum, the difference in price between (a) what she  
5 paid for the router and (b) the price that would have been charged if TP-Link had accurately  
6 advertised the actual data transfer rates available to consumers and/or if TP-Link had included  
7 appropriate disclosures, which could be established using regression techniques such as  
8 hedonic regression to analyze market prices of routers and/or survey techniques such as  
9 conjoint analysis.

10 90. Ms. Chuanroong intends to purchase high-speed routers in the future and intends  
11 to include TP-Link routers in her consideration of routers. When faced with TP-Link's  
12 advertising and labeling in the future, Ms. Chuanroong will be unable to determine the true  
13 speed of the router that she will be capable of experiencing for data transfer, unless she first  
14 purchases and tests the product. Indeed, Ms. Chuanroong will not know whether TP-Link's  
15 speed representations must be interpreted as applying only to the "physical" layer, nor the  
16 relationship between speeds at that layer and speeds that she will actually achieve for data  
17 transfer. Thus, in the absence of injunctive relief, Ms. Chuanroong is likely to be harmed again  
18 by false, misleading, and unfair representations with respect to the data rates of the TP-Link  
19 Routers because Ms. Chuanroong will be unable to determine whether such representations are  
20 false, misleading, or unfair, without purchasing and testing such TP-Link Routers.

## 21 5. Ms. Todd's Experience

22 91. In November 2017, Ms. Todd shopped for a new wireless router on Amazon.com.  
23 She was specifically looking for a router that could transfer data at a high rate of speed.

24 92. Prior to her purchase of an Archer C50 AC 1200, Ms. Todd reviewed and relied  
25 on the data transfer speed representations on the Amazon.com product page for the Archer C50,  
26 as identified in paragraph 31 or 32 above, which originated from TP-Link regarding the  
27 wireless data speed of the Archer C50.  
28

1           93. Ms. Todd understood TP-Link's speed representations to identify the wireless  
2 data rates actually available to and capable of being experienced by her and other consumers  
3 when using the Router for wireless data transfer. Based on TP-Link's speed representations,  
4 Ms. Todd believed the Archer C50 would provide 300 Mbps on the 2.4GHz band, and 867-900  
5 Mbps on the 5GHz band.

6           94. The advertised wireless speeds of the router were material to Ms. Todd's  
7 purchasing decision because (a) she intended the router to handle simultaneous connections  
8 with multiple devices, (b) she wanted to own and use a router capable of actually providing  
9 1200Mbps of wireless bandwidth to her, in the event she ever wanted to and was able to place  
10 such demand on the router, and (c) she wanted to have the ability to take advantage of future  
11 increases in speeds and/or bandwidths provided or required by device manufacturers, internet  
12 service providers, and/or content providers. Ms. Todd understood that the capabilities and  
13 requirements of technology and technological services increase over time, and can do so  
14 quickly and dramatically, and she did not want to have to purchase a new router to take  
15 advantage of such advancements.

16           95. In reliance on Defendants' representations, omissions, and unfair practices, Ms.  
17 Todd purchased the router, in November 2017, on Amazon.com.

18           96. The Archer C50 does not actually offer the advertised speeds, or even anything  
19 close to those speeds, and TP-Link admits that the user cannot experience the advertised  
20 speeds. (*See* ¶ 45, above.)

21           97. Had Ms. Todd known that the wireless data rates actually available to and  
22 capable of being experienced by her when using the Router for wireless data transfer were far  
23 below the advertised speeds, she would not have paid as much for the router, or would have  
24 purchased a different wireless router

25           98. As a result of TP-Link's misrepresentations, Ms. Todd has sustained an out-of-  
26 pocket loss consisting of, at a minimum, the difference in price between (a) what she paid for  
27 the router and (b) the price that would have been charged if TP-Link had accurately advertised  
28 the actual data transfer rates available to consumers and/or if TP-Link had included appropriate

disclosures, which could be established using regression techniques such as hedonic regression to analyze market prices of routers and/or survey techniques such as conjoint analysis.

99. Ms. Todd intends to purchase high-speed routers in the future and intends to include TP-Link routers in her consideration of routers. When faced with TP-Link's advertising and labeling in the future, Ms. Todd will be unable to determine the true speed of the router that she will be capable of experiencing for data transfer, unless she first purchases and tests the product. Indeed, Ms. Todd will not know whether TP-Link's speed representations must be interpreted as applying only to the "physical" layer, nor the relationship between speeds at that layer and speeds that she will actually achieve for data transfer. Thus, in the absence of injunctive relief, Ms. Todd is likely to be harmed again by false, misleading, and unfair representations with respect to the data rates of the TP-Link Routers because Ms. Todd will be unable to determine whether such representations are false, misleading, or unfair, without purchasing and testing such TP-Link Routers.

#### CLASS ALLEGATIONS

100. In addition to their individual claims, Plaintiffs bring this action on behalf of a proposed class consisting of: All persons who purchased a TP-Link Router in California since August 15, 2014 (the "Class").

101. Excluded from the proposed Class are TP-Link, its affiliates, successors and assigns, officers and directors, and members of their immediate families.

102. The proposed Class is so numerous that joinder of all members is impracticable. The precise number of members in the proposed Class is not yet known to Plaintiffs, but they estimate that it is well in excess of 1,000 people.

103. There are questions of law and fact that are common to the Class, including, but not limited to, the following:

- what representations TP-Link made to consumers, and what information TP-Link failed to disclose, regarding the wireless data transfer rates of the TP-Link Routers;
- whether the TP-Link Routers are capable of achieving the wireless data rates advertised by TP-Link, and what the rates actually are under certain conditions;

- how reasonable consumers understand the representations made by TP-Link and whether a significant portion of reasonable consumers are likely to be misled by the representations;
- whether the TP-Link Routers have a tendency (and in what frequency and degree) to cause or contribute to data transfer rates below the data transfer rates advertised for the TP-Link Routers;
- whether TP-Link misled class members by representing that the TP-Link Routers are capable of achieving the advertised wireless data rates;
- whether TP-Link breached its obligations to the class;
- whether TP-Link engaged in the alleged conduct knowingly, recklessly, or negligently;
- what tests TP-Link performed on the routers with respect to the rate of data transfer, under what conditions those tests were performed, what the results of those tests were, and what other observations TP-Link may have made regarding the data transfer rates of the TP-Link Routers;
- the amount of revenues and profits TP-Link received and/or the amount of monies or other obligations lost by class members as a result of such wrongdoing;
- whether class members are entitled to injunctive relief and other equitable relief and, if so, what is the nature of such relief; and
- whether class members are entitled to payment of actual, incidental, consequential, exemplary, and/or statutory damages plus interest, and if so, what is the nature of such relief.

104. Plaintiffs' claims against TP-Link are typical of the claims of the Class because Plaintiffs and all other members of the class purchased a TP-Link Router based on the same or substantially similar advertising and representations and omissions. With respect to the class allegations, Plaintiffs were subject to the exact same business practices and written representations.

105. Plaintiffs will fairly and adequately protect the interests of the Class.

106. Plaintiffs have demonstrated their commitment to the case, have diligently educated themselves as to the issues involved, and to the best of their knowledge do not have any interests adverse to the Class.

107. The questions of law and fact common to the members of the Class predominate over any questions affecting only individual members.

108. A class action is superior to other available methods for a fair and efficient adjudication of this controversy as many members of the proposed Class have damages arising from TP-Link's wrongful course of conduct which would not be susceptible to individualized litigation of this kind, including, but not limited to, the costs of experts and resources that may be required to examine the business practices in question.

109. Given the relative size of damages sustained by the individual members of the Class, the diffuse impact of the damages, and homogeneity of the issues, the interests of members of the Class individually controlling the prosecution of separate actions is minimal.

110. There is no other litigation already commenced, nor is there anticipated to be subsequent litigation commenced by other members of the Class concerning TP-Link's alleged conduct. Consequently, concerns with respect to the maintenance of a class action regarding the extent and nature of any litigation already commenced by members of the Class are non-existent.

111. Plaintiffs are unaware of any difficulties that are likely to be encountered in the management of this Class Action Complaint that would preclude its maintenance as a class action.

## **CAUSES OF ACTION**

### **Plaintiffs' First Cause of Action**

#### **(Fraud, Deceit, and/or Misrepresentation)**

#### **On Behalf of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the Class**

112. Plaintiffs reallege and incorporate by reference all preceding paragraphs of this complaint as if fully set forth herein.

113. TP-Link represented to Plaintiffs and those similarly situated that the TP-Link Routers provide specific wireless data transfer rates. For each of the TP-Link Routers, TP-Link makes representations to consumers specifying the wireless data rates or speeds that the router supposedly provides to consumers. TP-Link identifies the number of Mbps each band of a Router provides and characterizes those numbers as the "speed" and the "available bandwidth"

1 of the Routers. TP-Link consistently makes those representations on the product packaging, on  
2 the websites of online retailers, and on TP-Link's own website.

3 114. To promote the sale of the TP-Link Routers, TP-Link represents to all its retailers  
4 that the TP-Link Routers provide the wireless data transfer rates set forth in TP-Link's  
5 marketing, labels, and specifications. TP-Link provides substantially similar if not identical  
6 information to all such retailers, and TP-Link intends for the retailers to pass on the information  
7 to consumers. TP-Link made these representations to retailers with the knowledge and intent  
8 that the retailers would represent to Plaintiffs, and others similarly situated, that the TP-Link  
9 Routers are capable of achieving the advertised wireless data transfer rates.

10 115. All of TP-Link's representations regarding the speed of the Routers (as providing  
11 a certain amount of Mbps for each band and in total) are understood in the same way by  
12 consumers and all of those representations are false and misleading in the same way. TP-Link  
13 knew that its speed representations were false and misleading when it made them.

14 116. In deciding whether to purchase a Router, reasonable consumers, including  
15 Plaintiffs, care about the speeds that consumers are reasonably capable of experiencing when  
16 using a Router, including speeds that may become available or more desirable in the future.  
17 Reasonable consumers, including Plaintiffs and those similarly situated, understood TP-Link's  
18 speed representations to identify the wireless data transfer rates actually available to and  
19 capable of being experienced by them when using the Routers for wireless data transfer.

20 117. TP-Link knew that consumers interpret TP-Link's speed representations as set  
21 forth above but that consumers would never be able to experience the advertised speeds of the  
22 TP-Link Routers. TP-Link also knew that typical consumers have no understanding that TP-  
23 Link's speed representations related only to the "physical layer" or that the speeds that would  
24 actually be experienced by the user were far below those that might exist at the "physical  
25 layer."

26 118. Despite knowledge of the deceptive, misleading, and unfair effects of their speed  
27 representations, TP-Link did not inform consumers (including Plaintiffs and those similarly  
28 situated) or retailers that the advertised data rates must be read in conjunction with certain

1 technical standards and should be interpreted merely as statements of compliance with those  
2 standards. TP-Link made multiple representations regarding the speeds of its Routers separately  
3 from and independently of representations regarding the Routers' compliance with such  
4 standards. In doing so, TP-Link did not inform consumers (including Plaintiffs and those  
5 similarly situated) or retailers that the advertised data rates were limited to speeds only at the  
6 "physical" layer of the Routers and/or that the TP-Link Routers would not provide, and were  
7 incapable of providing, the advertised data transfer rates in the manner understood by  
8 consumers.

9 119. TP-Link knowingly failed to adequately inform consumers (including Plaintiffs  
10 and those similarly situated) that the TP-Link Routers would wirelessly transfer data at speeds  
11 far below the advertised rates when actually used by consumers, even when tested under  
12 conditions most favorable to the TP-Link Routers. TP-Link knowingly failed to adequately  
13 inform consumers (including Plaintiffs and those similarly situated) that the TP-Link Routers  
14 could cause or contribute to, and were likely to cause or contribute to, slow data transfer rates  
15 experienced by consumers (rates below what the consumers expected and below what the  
16 consumers would have been able to obtain if the Routers performed as advertised).

17 120. TP-Link's misrepresentations and omissions were material at the time they were  
18 made and TP-Link knew that they were material to consumers' purchasing decisions. Plaintiffs  
19 and those similarly situated (a) intended to use the Routers for wireless data transfers at high  
20 speeds; (b) intended and desired that the Routers be able to transfer large amounts of data to  
21 multiple devices connected to and using the Routers simultaneously, (c) wanted to own and use  
22 routers capable of actually providing the advertised speeds, and/or (d) wanted to have the  
23 ability to take advantage of future increases in speeds and/or bandwidths provided or required  
24 by device manufacturers, internet service providers, and/or content providers. Plaintiffs and  
25 those similarly situated understood that the capabilities and requirements of technology and  
26 technological services increase over time, and can do so quickly and dramatically, and that high  
27 router speeds may become more desirable and useful over time, and they did not want to have  
28 to purchase a new router to take advantage of such advancements.

1           121. As intended by TP-Link, Plaintiffs and those similarly situated reasonably relied  
2 to their detriment on TP-Link's speed representations—both those that TP-Link made directly  
3 to them, and those that TP-Link made indirectly to them through retailers—and on TP-Link's  
4 omissions regarding those representations. Plaintiffs and those similarly situated purchased TP-  
5 Link Routers believing that the TP-Link Routers were reasonably capable of achieving the  
6 advertised data transfer rates.

7           122. Reasonable consumers, including Plaintiffs, could not have discovered the truth  
8 about TP-Link's misrepresentations and omissions through reasonable inquiry or inspection at  
9 the time of purchase. Plaintiffs and those similarly situated reasonably and justifiably relied on  
10 the marketing at issue and on the absence of adequate disclosures to the contrary, because  
11 Plaintiffs and those similarly situated could not test, prior to purchasing the Routers, whether  
12 the Routers were capable of achieving the advertised wireless data transfer rates, or what  
13 wireless data transfer rates the Routers could reasonably provide and/or would actually provide  
14 to consumers.

15           123. Had Plaintiffs and those similarly situated been adequately informed and not  
16 intentionally deceived by TP-Link's speed representations, they would have acted differently  
17 by, without limitation, paying less for or not purchasing the TP-Link Routers.

18           124. As a result of TP-Link's knowing and intentional misrepresentations and  
19 omissions, TP-Link is able to charge, and consumers are willing to pay, a higher price for the  
20 Routers than what TP-Link would charge if the Routers were labeled and marketed in a  
21 truthful, non-deceptive, and fair manner. Accordingly, Plaintiffs Gonzales, Hernandez,  
22 Chuanroong, and Todd and those similarly situated have sustained out-of-pocket losses  
23 consisting of, at a minimum, the difference in price between (a) what they paid for the TP-Link  
24 Routers and (b) the prices that they would have been charged if TP-Link had accurately  
25 advertised the actual data transfer rates available to consumers and/or if TP-Link had included  
26 appropriate disclosures. That price premium can be established using regression techniques  
27 such as hedonic regression to analyze market prices of routers and/or survey techniques such as  
28 conjoint analysis.

125. TP-Link intended to induce Plaintiffs and those similarly situated to alter their position to their detriment. Specifically, TP-Link fraudulently and deceptively induced Plaintiffs and those similarly situated to, without limitation, purchase the TP-Link Routers at the prices at which they were purchased.

126. TP-Link's conduct as described herein was willful and malicious and was designed to maximize TP-Link's profits even though TP-Link knew that it would cause loss and harm to Plaintiff and those similarly situated.

127. In the absence of injunctive relief, reasonable consumers are likely to continue to be harmed by false, misleading, and unfair representations with respect to the data transfer rates of the TP-Link Routers because consumers will be unable to determine the truth of such representations without purchasing and testing such TP-Link Routers.

#### **Plaintiffs' Second Cause of Action**

#### **(Violation of the CLRA, California Civil Code § 1750, et seq.) On Behalf of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the Class**

128. Plaintiffs reallege and incorporate by reference the paragraphs of this Class Action Complaint as if set forth herein.

129. This cause of action is brought pursuant to the California Consumers Legal Remedies Act, California Civil Code § 1750, et seq. ("CLRA").

130. TP-Link's actions, representations, omissions, practices, and conduct have violated, and continue to violate the CLRA, because they extend to transactions that are intended to result, or which have resulted, in the sale of goods to consumers.

131. Plaintiffs and other members of the class are "consumers" as that term is defined by the CLRA in California Civil Code § 1761(d).

132. The products that Plaintiffs and similarly situated members of the class purchased from TP-Link are "goods" within the meaning of California Civil Code § 1761.

133. By engaging in the actions, representations, omissions, practices, and conduct set forth in this Class Action Complaint, TP-Link has violated, and continue to violate, §§ 1770(a)(2), 1770(a)(4), 1770(a)(5), 1770(a)(7), and 1770(a)(9) of the CLRA. In violation of

1 California Civil Code §1770(a)(2), TP-Link misrepresented the approval or certification of  
2 goods. In violation of California Civil Code §1770(a)(4), TP-Link used deceptive  
3 representations in connection with goods. In violation of California Civil Code §1770(a)(5),  
4 TP-Link represented that goods have approval, characteristics, uses, benefits, and qualities that  
5 they do not have. In violation of California Civil Code §1770(a)(7), TP-Link's acts and  
6 practices constitute improper representations that the goods and/or services it sells are of a  
7 particular standard, quality, or grade, when they are of another. In violation of California Civil  
8 Code §1770(a)(9), TP-Link advertised goods with intent not to sell them as advertised.

9 134. Specifically, TP-Link's acts and practices mislead reasonable consumers,  
10 including Plaintiffs, to believe that the TP-Link Routers provide the advertised data transfer  
11 rates for wireless data transfers, in a manner that ordinary consumers are capable of  
12 experiencing, and that the TP-Link Routers do not inherently perform at much lower capacities.

13 135. To the contrary, the TP-Link Routers are incapable of achieving the advertised  
14 data transfer rates when actually used for wireless data transfers and the Routers transfer data at  
15 speeds far below the advertised rates when actually used by consumers, even when tested under  
16 conditions most favorable to the TP-Link Routers.

17 136. Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd request that this Court  
18 enjoin TP-Link from continuing to employ the unlawful methods, acts and practices alleged  
19 herein pursuant to California Civil Code § 1780(a)(2). If TP-Link is not restrained from  
20 engaging in these types of practices in the future, Plaintiffs and other members of the class, as  
21 well as the general public, will continue to suffer harm.

22 137. CLRA § 1782 NOTICE. Irrespective of any representations to the contrary in this  
23 First Amended Class Action Complaint, Plaintiffs specifically disclaim, at this time, any  
24 request for damages under any provision of the CLRA. Plaintiffs Gonzales, Hernandez,  
25 Chuanroong, and Todd, however, hereby provide TP-Link with notice and demand that within  
26 thirty (30) days from the effective date of notice, TP-Link correct, repair, replace or otherwise  
27 rectify the unlawful, unfair, false and/or deceptive practices complained of herein. TP-Link's  
28 failure to do so will result in Plaintiffs amending this First Amended Class Action Complaint to

1 seek, pursuant to California Civil Code § 1780(a)(3), on behalf of Plaintiffs Gonzales,  
 2 Hernandez, Chuanroong, and Todd, and those similarly situated members of the Class,  
 3 compensatory damages, punitive damages and restitution of any ill-gotten gains due to TP-  
 4 Link's acts and practices.

5 138. Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd also request that this  
 6 Court award them costs and reasonable attorneys' fees pursuant to California Civil Code  
 7 § 1780(e).

### 8 **Plaintiffs' Third Cause of Action**

#### 9 **(False Advertising, Business and Professions Code § 17500, et seq. ("FAL"))** 10 **On Behalf of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the Class**

11 139. Plaintiffs reallege and incorporate by reference the paragraphs of this Class  
 12 Action Complaint as if set forth herein.

13 140. Beginning at an exact date unknown to Plaintiffs, but within three (3) years  
 14 preceding the filing of the original Class Action Complaint in this litigation, TP-Link has made  
 15 untrue, false, deceptive and/or misleading statements in connection with the advertising and  
 16 marketing of the TP-Link Routers.

17 141. TP-Link represented to Plaintiffs and those similarly situated that the TP-Link  
 18 Routers provide specific wireless data transfer rates, as set forth above.

19 142. All of TP-Link's representations regarding the speed of the Routers (as providing  
 20 a certain amount of Mbps for each band and in total) are understood in the same way by  
 21 consumers and all of those representations are false and misleading in the same way. TP-Link  
 22 knew that its speed representations were false and misleading when it made them.

23 143. Reasonable consumers, including Plaintiffs and those similarly situated,  
 24 understood TP-Link's speed representations to identify the wireless data transfer rates actually  
 25 available to and capable of being experienced by them when using the Routers for wireless data  
 26 transfer.

27 144. TP-Link knew that consumers interpret TP-Link's speed representations as set  
 28 forth above but that consumers would never be able to experience the advertised speeds of the

1 TP-Link Routers. TP-Link also knew that typical consumers have no understanding that TP-  
2 Link's speed representations related only to the "physical layer" or that the speeds that would  
3 actually be experienced by the user were far below those that might exist at the "physical  
4 layer."

5 145. Despite knowledge of the deceptive, misleading, and unfair effects of their speed  
6 representations, TP-Link did not inform consumers (including Plaintiffs and those similarly  
7 situated) or retailers that the advertised data rates must be read in conjunction with certain  
8 technical standards and should be interpreted merely as statements of compliance with those  
9 standards. TP-Link made multiple representations regarding the speeds of its Routers separately  
10 from and independently of representations regarding the Routers' compliance with such  
11 standards. In doing so, TP-Link did not inform consumers (including Plaintiffs and those  
12 similarly situated) or retailers that the advertised data rates were limited to speeds only at the  
13 "physical" layer of the Routers and/or that the TP-Link Routers would not provide, and were  
14 incapable of providing, the advertised data transfer rates in the manner understood by  
15 consumers.

16 146. TP-Link failed to adequately inform consumers (including Plaintiffs and those  
17 similarly situated) that the TP-Link Routers would wirelessly transfer data at speeds far below  
18 the advertised rates when actually used by consumers, even when tested under conditions most  
19 favorable to the TP-Link Routers. TP-Link failed to adequately inform consumers (including  
20 Plaintiffs and those similarly situated) that the TP-Link Routers could cause or contribute to,  
21 and were likely to cause or contribute to, slow data transfer rates experienced by consumers  
22 (rates below what the consumers expected and below what the consumers would have been  
23 able to obtain if the Routers performed as advertised).

24 147. TP-Link's misrepresentations and omissions were material at the time they were  
25 made and TP-Link knew that they were material to consumers' purchasing decisions. Plaintiffs  
26 and those similarly situated (a) intended to use the Routers for wireless data transfers at high  
27 speeds; (b) intended and desired that the Routers be able to transfer large amounts of data to  
28 multiple devices connected to and using the Routers simultaneously, (c) wanted to own and use

1 routers capable of actually providing the advertised speeds, and/or (d) wanted to have the  
2 ability to take advantage of future increases in speeds and/or bandwidths provided or required  
3 by device manufacturers, internet service providers, and/or content providers. Plaintiffs and  
4 those similarly situated understood that the capabilities and requirements of technology and  
5 technological services increase over time, and can do so quickly and dramatically, and that high  
6 router speeds may become more desirable and useful over time, and they did not want to have  
7 to purchase a new router to take advantage of such advancements.

8 148. As intended by TP-Link, Plaintiffs and those similarly situated relied to their  
9 detriment on TP-Link's false, misleading and deceptive advertising and marketing practices.  
10 Had Plaintiffs and those similarly situated been adequately informed and not intentionally  
11 deceived by TP-Link, they would have acted differently by, without limitation, paying less for  
12 the TP-Link Routers or purchasing different routers. Reasonable consumers, including  
13 Plaintiffs, could not have discovered the truth about TP-Link's misrepresentations and  
14 omissions through reasonable inquiry or inspection at the time of purchase.

15 149. TP-Link engaged in these false, misleading and deceptive advertising and  
16 marketing practices to increase its profits. Accordingly, TP-Link has engaged in false  
17 advertising, as defined and prohibited by section 17500, et seq. of the California Business and  
18 Professions Code.

19 150. The aforementioned practices, which TP-Link has used, and continues to use, to  
20 its significant financial gain, also constitute unlawful competition and provide an unlawful  
21 advantage over TP-Link's competitors as well as injury to the general public. TP-Link's acts  
22 and omissions have deceived and are likely to deceive the general public.

23 151. Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd seek, on behalf of  
24 themselves and those similarly situated, full restitution of monies, as necessary and according  
25 to proof, to restore any and all monies acquired by TP-Link from Plaintiffs, the general public,  
26 or those similarly situated by means of the false, misleading and deceptive advertising and  
27 marketing practices complained of herein, plus interest thereon.  
28

1           152. Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd seek, on behalf of  
2 themselves, the general public, and those similarly situated, an injunction to prohibit TP-Link  
3 from continuing to engage in the false, misleading and deceptive advertising and marketing  
4 practices complained of herein. The acts complained of herein occurred, at least in part, within  
5 three (3) years preceding the filing of the original Class Action Complaint in this litigation.

6           153. Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and those similarly  
7 situated are further entitled to and do seek both a declaration that the above-described practices  
8 constitute false, misleading and deceptive advertising, and injunctive relief restraining TP-Link  
9 from engaging in any such advertising and marketing practices in the future. Such misconduct  
10 by TP-Link, unless and until enjoined and restrained by order of this Court, will continue to  
11 cause injury in fact to the general public and the loss of money and property in that TP-Link  
12 will continue to violate the laws of California, unless specifically ordered to comply with the  
13 same. This expectation of future violations will require current and future customers to  
14 repeatedly and continuously seek legal redress in order to recover monies paid to TP-Link to  
15 which TP-Link is not entitled. Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd, those  
16 similarly situated, and/or other consumers nationwide have no other adequate remedy at law to  
17 ensure future compliance with the California Business and Professions Code alleged to have  
18 been violated herein.

19           154. As a direct and proximate result of such actions, Plaintiffs Gonzales, Hernandez,  
20 Chuanroong, and Todd and the other members of the Class have suffered, and continue to  
21 suffer, injury in fact and have lost money and/or property as a result of such false, deceptive  
22 and misleading advertising in an amount which will be proven at trial, but which is in excess of  
23 the jurisdictional minimum of this Court.

24                           **Plaintiffs' Fourth Cause of Action**

25                                   **(Negligent Misrepresentation)**

26           **On Behalf of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the Class**

27           155. Plaintiffs reallege and incorporate by reference the paragraphs of this Class  
28 Action Complaint as if set forth herein.

1           156. As set forth above, in selling its TP-Link Routers to consumers, TP-Link  
2 negligently made false and misleading statements that the TP-Link Routers provide specific  
3 data transfer rates to consumers when the Routers are used for their intended purpose (wireless  
4 data transfer).

5           157. TP-Link negligently failed to inform consumers (including Plaintiffs Gonzales,  
6 Hernandez, Chuanroong, and Todd and those similarly situated) or retailers that the advertised  
7 data rates must be read in conjunction with certain technical standards and should be  
8 interpreted merely as statements of compliance with those standards, that the advertised data  
9 rates were limited to speeds only at the “physical” layer of the Routers, and/or that the TP-Link  
10 Routers would not provide, and were incapable of providing, the advertised data transfer rates  
11 in the manner understood by consumers.

12           158. TP-Link negligently failed to adequately inform consumers (including Plaintiffs  
13 Gonzales, Hernandez, Chuanroong, and Todd and those similarly situated) that the TP-Link  
14 Routers would wirelessly transfer data at speeds far below the advertised rates when actually  
15 used by consumers, even when tested under conditions most favorable to the TP-Link Routers.  
16 TP-Link negligently failed to adequately inform consumers (including Plaintiffs and those  
17 similarly situated) that the TP-Link Routers could cause or contribute to, and were likely to  
18 cause or contribute to, slow data transfer rates experienced by consumers (rates below what the  
19 consumers expected and below what the consumers would have been able to obtain if the  
20 Routers performed as advertised).

21           159. These representations and omissions were material at the time they were made.  
22 They concerned material facts that were essential to the decision of Plaintiffs Gonzales,  
23 Hernandez, Chuanroong, and Todd and those similarly situated regarding how much to pay for  
24 the TP-Link Routers.

25           160. TP-Link made identical or substantially similar misrepresentations and omissions  
26 to Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and to members of the Class  
27 regarding the TP-Link Routers.  
28

1 161. TP-Link should have known its representations and omissions to be false,  
2 deceptive, and misleading, and had no reasonable grounds for believing them to be true and  
3 accurate when they were made.

4 162. By and through such negligent misrepresentations and omissions, TP-Link  
5 intended to induce Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and those similarly  
6 situated to alter their position to their detriment. Specifically, TP-Link negligently induced  
7 Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and those similarly situated, without  
8 limitation, to purchase the TP-Link Routers at the prices they paid.

9 163. Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and those similarly  
10 situated relied to their detriment on TP-Link's negligent misrepresentations and omissions. Had  
11 Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and those similarly situated been  
12 adequately informed and not deceived by TP-Link, they would have acted differently by,  
13 without limitation, paying less for the TP-Link Routers or purchasing different routers.  
14 Reasonable consumers, including Plaintiffs, could not have discovered the truth about TP-  
15 Link's misrepresentations and omissions through reasonable inquiry or inspection at the time of  
16 purchase.

17 164. Because they reasonably relied on TP-Link's false representations and omissions,  
18 Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and those similarly situated were  
19 harmed in the amount of the price premium they paid (i.e., the difference between the price  
20 consumers paid for the TP-Link Routers and the price they would have paid but for TP-Link's  
21 negligent misrepresentations and omissions), in an amount to be proven at trial using  
22 econometric or statistical techniques such as hedonic regression or conjoint analysis.

23 **Plaintiffs' Fifth Cause of Action**

24 **(Unjust Enrichment)**

25 **On Behalf of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the Class**

26 165. Plaintiffs reallege and incorporate by reference the paragraphs of this Class  
27 Action Complaint as if set forth herein.  
28



1 173. Plaintiffs reallege and incorporate by reference the paragraphs of this Class  
2 Action Complaint as if set forth herein.

3 174. Within four (4) years preceding the filing of the original Class Action Complaint  
4 in this litigation, and at all times mentioned herein, TP-Link has engaged, and continues to  
5 engage, in unfair, unlawful and deceptive trade practices in California by carrying out the  
6 unfair, deceptive and unlawful business practices outlined in this Class Action Complaint. In  
7 particular, TP-Link has engaged, and continues to engage, in unfair, unlawful and deceptive  
8 trade practices by, without limitation, the following:

- 9 a. falsely, deceptively, misleadingly, and unfairly representing to Plaintiffs and those  
10 similarly situated that the advertised data transfer rates are actually available to  
11 and capable of being experienced by them when using the Routers for wireless  
12 data transfer;
- 13 b. failing to adequately inform Plaintiffs and those similarly situated that the TP-  
14 Link Routers would wirelessly transfer data at speeds far below the advertised  
15 rates when actually used by consumers, even when tested under conditions most  
16 favorable to the TP-Link Routers, and that the TP-Link Routers could cause or  
17 contribute to, and were likely to cause or contribute to, slow data transfer rates  
18 experienced by consumers;
- 19 c. failing to inform consumers (including Plaintiffs and those similarly situated) or  
20 retailers that the advertised data rates must be read in conjunction with certain  
21 technical standards and should be interpreted merely as statements of compliance  
22 with those standards, that the advertised data rates were limited to speeds only at  
23 the “physical” layer of the Routers, and/or that the TP-Link Routers would not  
24 provide, and were incapable of providing, the advertised data transfer rates in the  
25 manner understood by consumers;
- 26 d. engaging in other false, misleading, unfair, or unlawful representations and  
27 conduct as described herein;
- 28 e. violating the CLRA as described herein; and

1 f. violating the FAL as described herein.

2 175. Plaintiffs and those similarly situated relied to their detriment on TP-Link's  
3 unfair, deceptive and unlawful business practices. Had Plaintiffs and those similarly situated  
4 been adequately informed and not deceived or unfairly manipulated by TP-Link, they would  
5 have acted differently by, without limitation, paying less for the TP-Link Routers.

6 176. TP-Link's acts and omissions are likely to deceive the general public.

7 177. TP-Link engaged in these unfair, unlawful and deceptive practices to increase its  
8 profits. Accordingly, TP-Link has engaged in unfair, unlawful and deceptive trade practices, as  
9 defined and prohibited by section 17200, et seq. of the California Business and Professions  
10 Code.

11 178. The aforementioned practices, which TP-Link has used to its significant financial  
12 gain, also constitute unfair and unlawful competition and provide an unfair and unlawful  
13 advantage over TP-Link's competitors, as well as cause injury to the general public.

14 179. As a direct and proximate result of such actions and omissions, Plaintiffs and the  
15 other members of the Class have suffered and continue to suffer injury in fact and have lost  
16 money and/or property as a result of such deceptive, unfair and/or unlawful trade practices and  
17 unfair competition in an amount which will be proven at trial, but which is in excess of the  
18 jurisdictional minimum of this Court. Among other things, Plaintiffs and the class lost the  
19 amount of the price premium they paid (i.e., the difference between the price consumers paid  
20 for the TP-Link Routers and the price they would have paid but for TP-Link's deceptive, unfair  
21 and/or unlawful acts, omissions, and/or practices), in an amount to be proven at trial using  
22 econometric or statistical techniques such as hedonic regression or conjoint analysis.

23 180. Plaintiffs seek, on behalf of those similarly situated, a declaration that the above-  
24 described trade practices are deceptive, unfair and/or unlawful.

25 181. Plaintiffs seek, on behalf of those similarly situated, an injunction to prohibit TP-  
26 Link from offering the TP-Link Routers within a reasonable time after entry of judgment,  
27 unless the TP-Link modifies its website and other marketing materials to remove the  
28 misrepresentations, to disclose the omitted facts, and to cease the deceptive, unfair and/or

unlawful practices. Such misconduct by TP-Link, unless and until enjoined and restrained by order of this Court, will continue to cause injury in fact to the general public and the loss of money and property in that TP-Link will continue to violate the laws of California, unless specifically ordered to comply with the same. This expectation of future violations will require current and future consumers to repeatedly and continuously seek legal redress in order to recover monies paid to TP-Link to which TP-Link was not entitled. Plaintiffs, those similarly situated and/or other consumers have no other adequate remedy at law to ensure future compliance with the California Business and Professions Code alleged to have been violated herein.

### PRAYER FOR RELIEF

WHEREFORE, Plaintiffs pray for judgment as follows:

- A. On Cause of Action Number 1 against TP-Link and in favor of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the other members of the Class:
  1. an award of compensatory damages in the amount of the price premium paid (i.e., the difference between the price consumers paid for the TP-Link Routers Routers and the price they would have paid but for TP-Link's misrepresentations and omissions), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis; and
  2. an award of punitive damages, the amount of which is to be determined at trial.
- B. On Cause of Action Number 2 against TP-Link and in favor of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the other members of the Class:
  1. injunctive relief pursuant to California Civil Code section 1780:
    - a. requiring TP-Link to disclose the average wireless data transfer rates actually available to purchasers of the Routers under reasonable testing

conditions and/or to disclose that the advertised data rates are limited to speeds only at the “physical” layer of the Routers in compliance with certain technical standards and that consumers will experience wireless data transfer speeds substantially below the advertised rates when the Routers are actually used by consumers;

b. prohibiting TP-Link from otherwise engaging in the statutory violations and deceptive, unfair, and/or unlawful acts established by Plaintiffs or any similarly deceptive, unfair, or unlawful conduct regarding the Routers’ speeds; and

c. prohibiting TP-Link from offering the TP-Link Routers for sale within a reasonable time after entry of judgment, unless TP-Link modifies its website, packaging, and other marketing materials to remove the misrepresentations, to disclose the omitted facts, and to cease the deceptive, unfair and/or unlawful practices regarding the Routers’ speeds;

2. court costs and attorney fees pursuant to Cal. Civ. Code § 1780(e);

3. [Reserved]; and

4. [Reserved].

C. On Cause of Action Number 3 against TP-Link and in favor of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the other members of the Class:

1. restitution of, or an award of damages in the amount of, the price premium paid (i.e., the difference between the price consumers paid for the TP-Link Routers and the price they would have paid but for TP-Link’s misrepresentations and omissions), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis, pursuant to, without limitation, the California Business & Professions Code §§ 17200, et seq. and 17500, et seq.; and

2. declaratory and injunctive relief pursuant to, without limitation, the California Business & Professions Code §§ 17200, et seq. and 17500, et seq.:

- a. requiring TP-Link to disclose the average wireless data transfer rates actually available to purchasers of the Routers under reasonable testing conditions and/or to disclose that the advertised data rates are limited to speeds only at the “physical” layer of the Routers in compliance with certain technical standards and that consumers will experience wireless data transfer speeds substantially below the advertised rates when the Routers are actually used by consumers;
- b. prohibiting TP-Link from otherwise engaging in the statutory violations and deceptive, unfair, and/or unlawful acts established by Plaintiffs or any similarly deceptive, unfair, or unlawful conduct regarding the Routers’ speeds; and
- c. prohibiting TP-Link from offering the TP-Link Routers for sale within a reasonable time after entry of judgment, unless TP-Link modifies its website, packaging, and other marketing materials to remove the misrepresentations, to disclose the omitted facts, and to cease the deceptive, unfair and/or unlawful practices regarding the Routers’ speeds.

D. On Cause of Action Number 4 against TP-Link and in favor of Plaintiffs Gonzales, Hernandez, Chuanroong, and Todd and the other members of the Class:

1. the greater of actual or compensatory damages according to proof (including restitution of or damages in the amount of the price premium paid (i.e., the difference between the price consumers paid for the TP-Link Routers and the price they would have paid but for TP-Link’s negligent misrepresentations and omissions), in an amount to be proven at trial using econometric or statistical techniques such as hedonic regression or conjoint analysis); and

1 E. On Cause of Action Number 5 against TP-Link and in favor of Plaintiffs Gonzales,  
 2 Hernandez, Chuanroong, and Todd and the other members of the Class:

- 3 1. disgorgement or restitution of the benefits TP-Link have obtained from sales  
 4 of the TP-Link Routers, including but not limited to the price premium paid,  
 5 (i.e., the difference between the price consumers paid for the TP-Link Routers  
 6 and the price they would have paid but for TP-Link's inequitable conduct), in  
 7 an amount to be proven at trial using econometric or statistical techniques  
 8 such as hedonic regression or conjoint analysis;

9 F. On Cause of Action Number 6 against TP-Link and in favor of Plaintiffs and the  
 10 other members of the Class:

- 11 1. restitution of the price premium paid (i.e., the difference between the price  
 12 consumers paid for the TP-Link Routers and the price they would have paid  
 13 but for TP-Link's statutory violations), in an amount to be proven at trial  
 14 using econometric or statistical techniques such as hedonic regression or  
 15 conjoint analysis, pursuant to, without limitation, the California Business &  
 16 Professions Code §§ 17200, et seq.; and  
 17 2. declaratory and injunctive relief pursuant to, without limitation, the California  
 18 Business & Professions Code §§ 17200, et seq.:  
 19 a. requiring TP-Link to disclose the average wireless data transfer rates  
 20 actually available to purchasers of the Routers under reasonable testing  
 21 conditions and/or to disclose that the advertised data rates are limited to  
 22 speeds only at the "physical" layer of the Routers in compliance with  
 23 certain technical standards and that consumers will experience wireless  
 24 data transfer speeds substantially below the advertised rates when the  
 25 Routers are actually used by consumers;  
 26 b. prohibiting TP-Link from otherwise engaging in the statutory violations  
 27 and deceptive, unfair, and/or unlawful acts established by Plaintiffs or any  
 28

- 1 similarly deceptive, unfair, or unlawful conduct regarding the Routers’  
2 speeds; and  
3 c. prohibiting TP-Link from offering the TP-Link Routers for sale within a  
4 reasonable time after entry of judgment, unless TP-Link modifies its  
5 website, packaging, and other marketing materials to remove the  
6 misrepresentations, to disclose the omitted facts, and to cease the  
7 deceptive, unfair and/or unlawful practices regarding the Routers’ speeds.  
8

9 **Jury Trial Demanded**

10 Plaintiffs demand a trial by jury.

11  
12 Dated: June 12, 2019

13 /s/Stephen M. Raab /

14 **GUTRIDE SAFIER LLP**

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26 *Attorneys for Plaintiffs*  
27  
28

**EXHIBIT A**

I, Richard Gonzales, declare:

1. I am the Plaintiff in this action. If called upon to testify, I could and would competently testify to the matters contained herein based upon my personal knowledge.

2. I submit this Declaration pursuant to California Code of Civil Procedure section 2215.5 and California Civil Code section 1780(d).

3. On April 20, 2016, I purchased a TP-LINK Archer C7 AC1750 router on Amazon.com while I was located in San Francisco, California.

4. I later learned that the TP-LINK Archer C7 AC1750 router is incapable of achieving the speeds claimed by TP-LINK.

5. I declare under penalty of perjury under the laws of California that the foregoing is true and correct.

Executed in San Francisco, California on 7/31/2018 5:01:36 PM PDT

DocuSigned by:  
*Richard Gonzales*  
5D64F7220CF8497...  
Richard Gonzales